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May 20, 2010

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 TelNet-WI, LLC

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and TelNet-WI, LLC 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 TelNet-WI, LLC. . .

I have been authorized by TelNet-WI, LLC to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

TelNet-WI, LLC
Mark Iannuzzi
President
1175 W. Long Lake Road
Troy, MI 48098
Tel: 248-485-1051
Fax: 248-485-1000

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement (the "MFN Agreement"), is being entered into by and between Wisconsin Bell, Inc.[1] d/b/a AT&T Wisconsin ("AT&T Wisconsin"), and TelNet-WI, LLC ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt the Interconnection Agreement by and between AT&T Wisconsin and MCImetro Access Transmission Services LLC for the State of Wisconsin, which was approved by the Public Service Commission of Wisconsin ("the Commission") under Section 252(e) of the Act on July 18, 2007 in Docket Number 05-MA-138, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Wisconsin hereby agree as follows:

1.0 Incorporation of Recitals and Separate Agreement by Reference

1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.

1.2 Except as expressly stated herein, the Separate Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

2.0 Modifications to Separate Agreement

2.1 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.

2.2 References in the Separate Agreement to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, this MFN Agreement shall expire on July 1, 2010.

2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Mark Iannuzzi President
STREET ADDRESS	1175 W Long Lake Rd
CITY, STATE, ZIP CODE	Troy, MI 48098
FACSIMILE NUMBER	248-485-1000

2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to AT&T Wisconsin under this MFN Agreement at the following address:

[1] Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

NOTICE CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

3.0 Clarifications

3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

3.2 It is AT&T Wisconsin's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

TelNet-WI, LLC

By: _____

Printed: Mark Ignuzzi

Title: President
(Print or Type)

Date: 5-7-10

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

By: _____

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 5-13-10

Resale OCN # 485C

CLEC OCN # 370D

ACNA - TJZ

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED

Between

WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN

and

MCIMETRO ACCESS TRANSMISSION SERVICES LLC

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), is dated by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T WISCONSIN"), and, MCImetro Access Transmission Services LLC ("MCIm").

The effective date of this Agreement ("Effective Date") shall be July 1, 2007.

WHEREAS, the Parties want to interconnect their networks, to provide Telephone Exchange Services, Exchange Access and ancillary services in Wisconsin.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services and perform their obligations as required by the Communications Act of 1934 as amended by the Telecommunications Act of 1996, the rules and regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Public Service Commission of Wisconsin (the "Commission") and as specifically set forth herein; and

WHEREAS, as of the Effective Date, for purposes of this Agreement, MCIm operates where AT&T WISCONSIN is the certified incumbent Local Exchange Carrier and MCIm is a certified competitive Local Exchange Carrier.

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT

1.1 This Agreement consists of this set of General Terms and Conditions and the following appendices:

Appendix I: Definitions
Appendix II: Bona Fide Request
Appendix III: Intentionally Omitted
Appendix IV: Collocation (Physical & Virtual)
Appendix V: Directory Assistance Listing Information
Appendix VI: Directory Assistance Services
Appendix VII: Invoicing
Appendix VIII: INW
Appendix IX: Intentionally Omitted
Appendix X: Line Sharing
Appendix XI: Network
Appendix XII: Number Portability
Appendix XIII: Numbering
Appendix XIV: Operations Support Systems
Appendix XV: Operator Services
Appendix XVI: Performance Measurements
Appendix XVII: Pricing (including Price List)
Appendix XVIII: Reciprocal Compensation
Appendix XIX: Recording
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Appendix XXI: ROW

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Attachment RABT MMP
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Appendix XXVI: 911
Appendix XXVII: Intentionally Omitted
Appendix XXVIII: Intentionally Omitted
Appendix XXIX: White Pages
Appendix XXX: Line Splitting
Appendix XXXI: AIN
Appendix XXXII: Coordinated Hot Cut
Appendix XXXIII: Out of Exchange Traffic
Appendix XXXIV: Transit
Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms

1.2 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act.

1.3 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any Special Access or Switched Access charge arrangement.

1.4 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. See Appendix Definitions.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only.

2.3 Referenced Documents

2.3.1 Whenever any provision of this Agreement refers to any document specifically incorporated into the Agreement it will be deemed to be a reference to the then-current version or edition.

2.3.2 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to MCIm only where AT&T WISCONSIN operates within that jurisdiction. Except as may be specifically set forth elsewhere in the Agreement, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

2.4 Intentionally Omitted.

2.5 Intentionally Omitted.

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between any provision in this General Terms and Conditions and a provision of any Appendix, Attachment, Exhibit, or Schedule of this Agreement, the terms and conditions contained in the Appendix, Attachment, Exhibit or Schedule will supersede those contained in this General Terms and Conditions, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit or Schedule.

2.6.2 Intentionally Omitted.

2.7 Joint Work Product

2.7.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

2.8 Severability

2.8.1 If any provision of this Agreement is rejected by the Commission or held to be illegal or invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity and legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

2.9 AT&T WISCONSIN will make available any individual interconnection, service and/or network element arrangement provided under an agreement approved by a regulatory commission under Section 252 of the Act to which it is a party to with any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252(i) of the Act, as that Section has been interpreted in Applicable Law.

2.10 Intentionally Omitted.

2.11 Intentionally Omitted.

2.12 Scope of Obligations

2.12.1 AT&T WISCONSIN's obligations under this Agreement to provide unbundled Network Elements and Resale shall apply only to the portions of WISCONSIN in which AT&T WISCONSIN is deemed to be the ILEC under the Act.

2.12.2 Nothwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, AT&T WISCONSIN's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which AT&T-WISCONSIN is then deemed to be the ILEC under the Act (the "ILEC Territory").

2.12.3 The Agreement sets forth the terms and conditions pursuant to which AT&T WISCONSIN agrees to provide MCIm with access to unbundled Network Elements (UNEs), Collocation, Resale and Interconnection under Applicable Law in AT&T WISCONSIN's incumbent local exchange areas for the provision of MCIm's Telecommunications Services.

3. NOTICE OF CHANGES -- SECTION 251(C)(5)

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").

3.2 AT&T WISCONSIN shall provide services pursuant to the provisions of this Agreement. Except as otherwise specifically provided for in this Agreement, AT&T WISCONSIN shall not discontinue or refuse to provide any service provided or required under this Agreement without MCIm's prior written agreement. This is not intended to impair AT&T WISCONSIN's ability to make changes in its network, provided that such changes are consistent with the Act and this Agreement and do not result in the discontinuance of the offering of network elements made by AT&T WISCONSIN during the term of this Agreement.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 Upon approval by the Commission, the Parties agree to begin providing the services referenced herein immediately or as otherwise established in the applicable Appendix.

4.2 The Parties shall each provide their portion of services timely to meet the Interconnection Activation Dates.

4.3 The Parties agree to comply with Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275. Each Party is responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network.

4.3.1 The Parties are each responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5. INSURANCE

5.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

5.2 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $1,000,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $1,000,000 for Bodily Injury by disease-each employee.

5.3 Commercial General Liability insurance with minimum limits of: $10,000,000 General Aggregate limit; $5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $10,000,000 Products/Completed Operations Aggregate limit, with a $5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of $2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

5.4 If use of an automobile is required, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

5.5 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 5.1 through 5.4 of this Agreement.

5.6 The Parties agree that companies affording the insurance coverage required under Section 5.1 shall have a rating of A- or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

5.7 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, a reduction in limits, or non-renewal of any of the insurance policies required herein.

5.8 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

5.8.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

5.8.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

5.8.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

5.8.4 This Section 5 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

6. OPERATING COMPANY NUMBER (OCN)

6.1 For the purposes of establishing service and providing efficient and consolidated billing, MCIm is required to provide AT&T WISCONSIN its authorized and nationally recognized Operating Company Number (OCN) for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN for Resale Services. MCIm is responsible for costs of implementing any changes to an OCN/ACNA whether or not it involves a merger, consolidation, assignment or transfer of assets shall be determined through the BFR process set forth in Appendix BFR. Nothing in this Section shall be construed to constitute a waiver of either Party's rights under Case No. 02-13533 (United States Bankruptcy Court Southern District of New York).

6.2 Intentionally Omitted.

6.3 When an end user customer changes its service provider from AT&T WISCONSIN to MCIm or from MCIm to AT&T WISCONSIN and does not retain its original telephone number, the Party formerly providing service to such end user customer shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the end user customer's new telephone number. These arrangements will be provided reciprocally for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end user customers.

6.3.1 Intentionally Omitted.

6.3.2 Intentionally Omitted.

6.3.3 Intentionally Omitted.

6.3.4 The Parties shall provide each other with Referral Announcements for the period of time specified by WISCONSIN law. However, if either Party provides Referral Announcements for a period longer than the above period(s) when its end user customers change their telephone numbers, such Party shall provide the same level of service to end user customers of the other Party.

6.4 Each Party shall be responsible for labor relations with its own employees.

7. TERM AND TERMINATION

7.1 In AT&T WISCONSIN, the Effective Date of this Agreement shall be July 1, 2007.

7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for three (3) years after the Effective Date and continue in full force and effect, thereafter until (i) superseded in accordance with the requirements of this section or (ii) terminated pursuant to the requirements of this section. No earlier than one-hundred eighty (180) days before the expiration of the term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations

7.3 Notwithstanding any other provision of this Agreement either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or materially breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section shall take effect immediately upon delivery of written notice to the Party that failed to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.

7.4 If, upon termination of this Agreement other than pursuant herein, the Parties are negotiating a successor agreement, during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as a successor agreement becomes effective; provided, however, that if the Parties are unable to reach agreement prior to the termination of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates and charges stated herein will continue to apply, subject to a true-up based on the Commission action or the new agreement, if any.

7.5 If MCIm requests renegotiations pursuant to Section 7.2, MCIm shall provide a written request to commence negotiations with AT&T WISCONSIN under Sections 251/252 of the Act. If AT&T WISCONSIN requests renegotiations pursuant to Section 7.2, MCIm shall have ten (10) calendar after its receipt of such notice to provide AT&T WISCONSIN with written confirmation of MCIm's intent to pursue a successor agreement and shall provide a written request to commence negotiations with AT&T WISCONSIN under Sections 251/252 of the Act. Upon receipt of MCIm's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement

7.6 If neither Party requests renegotiations pursuant to Section 7.2, this Agreement shall continue in full force and effect for one year after the expiration of the original three (3) year term set forth in Section 7.2.

7.7 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), MCIm withdraws its Section 252(a)(1) request, MCIm must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that MCIm does not wish to pursue a successor agreement with AT&T WISCONSIN for a given state. If MCIm requests adoption of an agreement under Section 252(i), this Agreement shall remain in full force and effect until such adoption becomes effective. If MCIm affirmatively states

that it does not wish to pursue a successor agreement, this Agreement shall continue in full force and effect until the later of: 1) the date one year after the expiration of the original three (3) year term of this Agreement, or 2) ninety (90) calendar days after the date MCIm provides notice of withdrawal of its Section 252(a)(1) request.

7.8 Upon termination of this Agreement in accordance with this Section 7:

a. each Party shall continue to comply with its Confidential Information obligations,

b. each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement, and

c. each Party's indemnification obligations shall survive.

7.9 In the event of termination of this Agreement herein, AT&T WISCONSIN and MCIm shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that MCIm shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

8. FRAUD

8.1 Except as provided herein, neither Party shall be liable to the other Party for any fraud associated with the other Party's end user customer's account.

8.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending OSS by unauthorized third parties is the responsibility of the Party which has administrative control of access to the Network Element or OSS software.

8.3 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties agree to cooperate to minimize all costs. The Parties agree that fraud minimization procedures should be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

8.4 In cases of suspected fraudulent activity by an end user customer, at a minimum, the cooperation referenced herein will include providing to the other Party, upon request, information concerning end user customers who are suspected of fraudulent activity. The Party seeking such information is responsible for securing the end user customer's permission to obtain such information.

8.5 AT&T WISCONSIN will provide notification messages to MCIm on suspected occurrences of ABS-related fraud on MCIm accounts stored in the applicable LIDB. AT&T WISCONSIN will provide via fax.

8.6 AT&T WISCONSIN shall make available to MCIm all present and future fraud prevention or revenue protection features, at parity to what it provides itself, its affiliate or any third party including prevention, detection, or control functionality embedded within any of the Network Elements. AT&T WISCONSIN will use a fraud monitoring system to determine suspected occurrences of ABS-related fraud for MCIm using the same criteria AT&T WISCONSIN uses to monitor fraud on their respective accounts. These features include, but are not limited to, screening codes; information digits, such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers; and the capability to require end-user entry of an authorization code for dial tone. AT&T WISCONSIN shall, in addition, provide fraud alerts for fraud prevention, detection, and control functionality within pertinent operations support systems ("OSS"), including, but not limited to, Line Information Data Base Fraud monitoring systems, High Toll Notifiers, SS7 suspect traffic alerts, and AMA suspect traffic alerts.

8.7 Intentionally Omitted.

8.8 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification information twenty-four (24) hours per day seven (7) days per week.

9. DEPOSITS

9.1 Intentionally Omitted.

9.2 Upon request by the Billing Party, the Billed Party will provide the Billing party with adequate assurance of payment of amounts due (or to become due) to the Billing Party.

9.2.1 at the Effective Date the Paying Party had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to the Other Party for charges incurred as a CLEC or ILEC; or

9.2.2 at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health or creditworthiness of the Billed Party. Such impairment will be determined from information available from financial sources, that the Billed Party has not maintained a BBB or better long term debt rating or an A-2 or better short term debt rating by Standard and Pool's for the prior six months, or

9.2.3 the Party (a) fails to timely pay a bill rendered to it (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the Non-Paying Party has complied with the billing dispute requirements set forth herein), and (b) the amount of such undisputed delinquency exceeds five percent (5%) of the aggregate amount billed by AT&T WISCONSIN to MCIm under this Agreement for the month in question; or

9.2.4 the Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

9.3 Unless otherwise agreed by the Parties any assurance of payment required by the previous section shall consist of:

9.3.1 a cash security deposit ("Cash Deposit") held by the Billing Party or;

9.3.2 an unconditional, irrevocable standby bank Letter of Credit from a U.S. financial institution acceptable to both Parties naming the Billing Party as the beneficiary thereof and otherwise in form and substance satisfactory to both Parties("Letter of Credit").

9.4 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by the Billing Party under this Agreement.

9.5 To the extent that the Billing Party elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to the Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

9.6 All cash deposits will accrue interest payable when the deposit is returned to the Billing Party. However, the Billing Party will not pay interest on a Letter of Credit.

9.7 If during the course of this Agreement the Billed Party paying the Deposit establishes a minimum of twelve (12) consecutive months good credit history with the Billing Party when doing business as a local service provider, the Billing Party holding the Deposit(s) shall return the initial deposits, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term. In determining whether a Billed Party has established a minimum of twelve (12) consecutive months good credit history, the Billed Party's payment record for the most recent twelve (12) monthly billings occurring within the prior twenty-four (24) months shall be considered.

9.8 Any cash deposit shall be held as a guarantee of payment of charges billed, provided, however, the Billing Party holding the Deposit may exercise its right to credit any cash deposit to the Billing Party's account upon the occurrence of any one of the following events:

9.8.1 the Billed Party owes the Billing Party undisputed charges under this Agreement that are more than thirty (30) calendar days past due or

9.8.2 the Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or

9.8.3 when this Agreement expires or terminates; or

9.8.4 during the month following the expiration of twelve (12) months after that cash deposit was remitted, the Billing Party holding the Deposit shall credit any cash deposit to the Billing Party's account so long as it has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.

9.9 So long as the Billed Party maintains timely compliance with its payment obligations, the Billing Party holding the Deposit will not increase the deposit amount required. If the Billing Party fails to maintain timely compliance with its payment obligations, the Billing Party holding the Deposit reserves the right to require additional deposit(s) in accordance with this Section.

9.10 If during the first six (6) months of operations in WISCONSIN, the Billed Party has been sent one delinquency notification letter by the Billing Party holding the Deposit, the deposit amount for that state shall be re-evaluated based upon the actual billing totals and shall be increased if the Billing Party's actual billing average for the two (2) month period exceeds the deposit amount held.

9.10.1 Throughout the Term, any time the Billed Party has been sent two (2) delinquency notification letters for any one state by the Party holding the Deposit, the deposit amount shall be re-evaluated based upon actual billing totals and shall be increased if the Billed Party's actual billing average for the three (3) month period exceeds the deposit amount held.

9.11 Whenever a deposit is re-evaluated as specified herein, such deposit shall be calculated in an amount equal to the average billing for three (3) month period. The most recent three (3) months billing on all Billing Account Numbers (BAN)s for Resale Services, Network Elements, and Reciprocal Compensation shall be used to calculate the monthly average.

9.12 Intentionally Omitted.

9.13 Whenever a deposit is re-evaluated, the Billed Party shall remit the additional deposit amount to the Billing Party holding the Deposit within ten (10) calendar days of receipt of written notification requiring such deposit. If the Billed Party fails to furnish the required deposit, the Party holding the Deposit shall suspend the Billed Party's ability to process orders until the deposit is remitted.

9.14 Intentionally Omitted.

9.15 The fact that the Billing Party holding the Deposit holds either a cash deposit or irrevocable bank letter of credit does not relieve the Billed Party from timely compliance with its payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

10. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

10.1 If the Billed Party fails to pay all amounts due by the Bill Due Date, and none of the exceptions listed in Appendix Invoicing of this Agreement apply to that amount, the Billing Party may, in addition to

exercising any other rights or remedies it may have under this Agreement or Applicable Law, provide written demand (in accordance with the notice requirements set forth in the General Terms and Conditions) to pay. If the Billed Party does not respond to the written demand to pay within five (5) business days of receipt, the Billing Party may provide a second notice. If the Billed Party does not satisfy the second written demand to pay within five (5) business days of receipt, and the Billed Party has 60 days or greater past due balances for a BAN to which none of the exceptions listed in this Agreement applies, the Billing Party may require provision of a deposit or increase an existing deposit pursuant to a revised deposit request, or refuse to accept new, or complete pending, orders for services. Failure to pay all or any portion of any amount required to be paid also may be grounds for suspension or disconnection of Resale Services, Network Elements and Collocation as provided for in this section. This section does not apply to disputed charges and/or nonpayments arising from Appendix Reciprocal Compensation or Appendix Network.

11. INTENTIONALLY OMITTED

12. DISPUTE ESCALATION AND RESOLUTION

12.1 Intentionally Omitted.

12.2 Alternative to Litigation

12.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

12.3 Commencing Dispute Resolution

Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party in accordance with the Notice provisions herein. There are three (3) separate Dispute Resolution methods:

- LSC Billing Disputes / Billing Claims Process (see Appendix Invoicing)
- Informal Dispute Resolution; and
- Formal Dispute Resolution, each of which is described below.

12.3.1 Intentionally Omitted.

12.3.2 Informal Dispute Resolution

Upon receipt by one Party of notice of a dispute by the other Party pursuant herein, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives, provided, however, and notwithstanding anything to the contrary, either Party may commence Formal Dispute Resolution Procedures no sooner than forty-five (45) days after receipt of the notice of dispute. In addition to the dispute resolution procedures detailed herein, the Parties have the option to resolve any dispute arising out of this Agreement through a state-supervised mediation process. Further, upon mutual agreement of the Parties, the representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.3.3 Formal Dispute Resolution Procedures

12.3.3.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. The Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve by Informal Dispute Resolution, may be submitted to the Commission for Formal Dispute Resolution, including arbitration or other procedures as appropriate, not earlier than forty-five (45) calendar days after receipt of the letter initiating Dispute Resolution, unless otherwise agreed by the Parties. The Parties may seek expedited resolution by the Commission, and if chosen, shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, and the Commission does not pay for such expert or other facilitator, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

12.3.3.2 Claims will be subject to final and binding commercial arbitration pursuant to this Section if, and only if, the claim is not settled through Informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may pursue a remedy for the Dispute with the Commission, a court, an agency or regulatory authority of competent jurisdiction. Disputes subject to arbitration under this section will be submitted to a single arbitrator pursuant to the rules of The American Arbitration Association or by a provider of arbitration services to which the Parties agree, pursuant to the United States Arbitration Act, 9 USC Sec. 1 et seq. The Parties agree that the arbitrator should be knowledgeable about telecommunications issues. Such arbitration will be held in a mutually agreeable location. The Parties agree to use commercially reasonable efforts to begin the arbitration process within sixty (60) calendar days of the written demand for arbitration with The American Arbitration Association, with a copy provided to the other Party. The arbitration will be conducted in accordance with the provisions of The American Arbitration Association's Comprehensive Arbitration Rules and Procedures or such other rules as the Parties may agree that are in effect at the time of the filing of the demand for arbitration. The Parties shall file the arbitrator's decision with the Commission. Each Party will bear its own costs of these procedures, including attorneys' fees. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

12.3.3.3 Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive, or exemplary damages, consequential damages multiple damages or any other damages not measured by the prevailing Party's actual damages and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

13. AUDITS

13.1 Subject to restrictions regarding Proprietary Information set forth in this Agreement, a Party (Auditing Party) may audit the other Party's (Audited Party) books, records, data and other documents, as provided herein, two (2) times each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. For purposes of this Section 13.1, "Contract Year" means a twelve (12)

month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

13.2 The scope of any audit under this Section shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto 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 Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit. Any audit under this Section shall be for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Except as otherwise agreed upon by the Parties, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than forty-five (45) calendar days after the start of such audit.

13.3 As mutually agreed upon by the Parties, such audit shall be conducted by one (1) or more independent auditor(s). The Parties shall select such auditor(s) by the thirtieth day following Audited Party's receipt of a written audit notice. The Auditing Party shall cause the independent auditor(s) to execute a nondisclosure agreement in a form consistent with the Confidentiality requirements set forth below. Notwithstanding the foregoing, an Auditing Party may audit as provided herein not more than two (2) times during any Contract Year with a non-auditing period not to exceed twelve months if (i) the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least one and one-half percent (1 1/2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit. or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

13.4 Each Party shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. Audited Party may redact from the books, records and other documents provided to the auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

13.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1 1/2%) percent per month and (y) the highest rate of interest (compounded daily) that may be charged under Applicable Law, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, MCIm shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by AT&T WISCONSIN to MCIm within six (6) months of the date such usage was incurred.

13.6 Intentionally Omitted.

13.7 Any Disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the Dispute. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an auditor acceptable to both Parties, subject to the requirements set out in this Audit Section. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth herein regarding Dispute Resolution.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

14.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

15. LIMITATION OF LIABILITY

15.1 Liabilities of MCIm – MCIm's liability to AT&T WISCONSIN during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed the total of any amounts due and owing by MCIm to AT&T WISCONSIN under this Agreement during the Contract Year during which such cause accrues or arises. For purposes of this Section 15, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

15.2 Liabilities of AT&T WISCONSIN – AT&T WISCONSIN's liability to MCIm during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed Twenty Five Million Dollars ($25,000,000).

15.3 No Consequential Damages - Neither MCIm nor AT&T WISCONSIN shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents) from any such claim. Nothing contained in this Section 15 shall limit AT&T WISCONSIN's or MCIm's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by AT&T WISCONSIN's or MCIm's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this Section 15 limit the Parties' indemnification obligations, as specified in Section 16 of these general terms and conditions. For purposes of this Section 15, amounts due and owing to either Party pursuant to Appendix Performance Measures shall not be considered to be indirect, incidental, consequential, reliance, or special damages.

16. INDEMNITY

16.1 General Indemnity Rights. Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

(a) any loss to a third party arising out of the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement; provided, however, that: (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the

Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

(b) any loss to a third party arising from such Indemnified Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits , claims for libel, slander or invasion of privacy arising from the Indemnifying Party's own acts, omissions or communications.

The foregoing includes any losses arising from disclosure, by the Indemnifying Party, in violation of Applicable Law, of any end user customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, resale services, Network Elements provided on an unbundled basis, functions, facilities, products or services provided under this Agreement or disclosure otherwise committed by the Indemnifying Party or at the Indemnifying Party's direction;

(c) any loss arising from claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's end user customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of: (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party, or (B) where an Indemnified Party or its end user customer modifies or directs the Indemnifying Party to modify such service; and (ii) no infringement would have occurred without such combined use or modification;

(d) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and

(e) any Loss arising from such Indemnifying Party's failure to comply with Applicable Law.

16.2 A Party (for purposes of this Section the "Reimbursing Party") shall reimburse the other Party (for purposes of this Section the "Reimbursed Party") for property damage to the Reimbursed Party's facilities to the extent such damage is caused by the acts or omissions of the Reimbursing Party, its agents, contractors or employees.

16.3 Indemnification Procedures. Whenever a claim, lawsuit or demand by a third party ("Claim") shall arise for indemnification, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying

Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in the provisions in this Agreement relating to confidential information.

17. REMEDIES

17.1 Intentionally Omitted.

17.2 Intentionally Omitted.

17.3 In addition to any other available rights or remedies, MCIm may sue in equity for specific performance. However, the Parties agree that AT&T WISCONSIN reserves it right to argue in any given case that specific performance is not an appropriate remedy.

18. INTELLECTUAL PROPERTY

18.1 The Parties acknowledge that this Agreement to Interconnect with AT&T WISCONSIN's network and to unbundle and/or combine AT&T WISCONSIN's Network Elements (including combining with MCIm's Network Elements) may be subject to patent, copyright, trade secret, or other applicable rights (Intellectual Property Rights) of third party vendors/licensors (Vendor/Licensors). To the extent required by the Act, Commission decisions, and any applicable judicial decisions and consistent with the FCC Memorandum Opinion and Order dated April 27, 2000 (and any appeal there from) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling, AT&T WISCONSIN will use its best efforts to provide MCIm with Intellectual Property Rights related to AT&T WISCONSIN's unbundled Network Elements as necessary to permit MCIm to use such unbundled Network Elements in the same manner as AT&T WISCONSIN.

18.2 AT&T WISCONSIN agrees to use its best efforts to (i) obtain, under commercially reasonable terms, the necessary rights set forth in Section 18.1 and (ii) obtain permission, if required, under any applicable confidentiality agreements, to disclose to MCIm the names of Vendor/Licensors, the subject intellectual property, and the relevant contract provisions (excluding cost terms) which govern use of the intellectual property. AT&T WISCONSIN will provide a list of all Vendor/Licensors applicable to the subject unbundled Network Element(s). AT&T WISCONSIN shall promptly notify MCIm of any Vendor/Licensors from which AT&T WISCONSIN is unable to obtain the necessary rights or contract information set forth in this Section 18.2. AT&T WISCONSIN shall, at MCIm's request, contact the Vendor/Licensor to attempt to obtain permission to reveal additional contract details to MCIm.

18.3 Intentionally Omitted.

18.4 The reasonable costs, if any, associated with the extension of Intellectual Property Rights pursuant to Section 18.1 above, including the cost of the license extension itself and the costs associated with the effort to obtain the extension, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property Rights relate and reasonably apportioned, as ordered by the Commission, among AT&T WISCONSIN and requesting carriers using that unbundled network element.

18.5 AT&T WISCONSIN will indemnify MCIm for any claims of infringement arising from MCIm's use within the scope of this Agreement of third party Intellectual Property Rights associated with Network Elements for which AT&T WISCONSIN has obtained the necessary rights provided in Section 18.2(i).

18.6 Intentionally Omitted.

18.7 Except as set forth in Section 18.2, AT&T WISCONSIN hereby conveys no licenses to use such Intellectual Property Rights and makes no warranties, express or implied, concerning MCIm's (or any Third Parties') rights with respect to such Intellectual Property Rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with MCIm's Network Elements) in AT&T WISCONSIN's network or MCIm's use of other functions, facilities, products or services furnished under this Agreement. Except as provided in this Section 18.7, any licenses or warranties for Intellectual Property Rights associated with unbundled Network Elements are vendor licenses and warranties and are a part of the Intellectual Property Rights AT&T WISCONSIN agrees in Section 18.2 to use its best efforts to obtain.

18.8 Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of the Party.

19. NOTICES

19.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be:

19.1.1 delivered personally;

19.1.2 delivered by express overnight delivery service;

19.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or

19.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described above, and such method is noted on the facsimile.

19.2 Notices will be deemed given as of:

19.2.1 in the case of written notice, the date of actual receipt; or

19.2.2 in the case of facsimile, the date set forth on the confirmation produced by the receiving facsimile machine when received by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when received by facsimile at 5:00 p.m. or later in the recipient's time zone.

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	MCIm CONTACT	AT&T WISCONSIN CONTACT
NAME/TITLE	Vice President and Deputy General Counsel Network and Technology Law	Contract Administration ATTN: Notices Manager
STREET ADDRESS	22001 Loudoun County Parkway	311 S. Akard, 9th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Ashburn, VA 20147	Dallas, TX 75202-5398
FACSIMILE NUMBER	(703) 886-0860	214-464-2006

Copy to: Verizon Business
Manager, National Carrier Contracts & Initiatives
205 N. Michigan Avenue, 11th Floor
Chicago, IL 60601
Fax: (312) 470-5575

19.4 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section.

19.5 Other than legal notice under this Agreement, which shall be provided in accordance with Sections 19.1 – 19.4, AT&T WISCONSIN may also communicate official information to MCIm via its CLEC Online notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

20. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

20.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

20.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

21. INTENTIONALLY OMITTED

22. CONFIDENTIALITY

22.1 For the purposes of this Agreement, “Confidential Information” means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") that: 1) the Recipient either has reason to know based upon the facts surrounding the disclosure of the information and/or the nature of the information itself that the Discloser safeguards by exercising at least a reasonable standard of care to protect as confidential information, or that the Recipient is presumed to know that the Discloser believes is confidential because it falls within one or more types of information described herein. All information which is of the following types disclosed by one Party to the other in connection with this Agreement shall automatically be deemed Confidential Information subject to this Agreement. Confidential Information shall be of the following types: all information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" if :

22.1.1 Furnished or made available or otherwise disclosed by the Discloser or its agent, employee, representative or Affiliate to the Recipient or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication, directory, or other database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon; all orders for Network Elements, Ancillary Functions, Combinations, Local Services or other services placed by MCIm or AT&T WISCONSIN pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of MCIm or AT&T WISCONSIN customers pursuant to the Act and the rules and regulations of the FCC, and recorded usage data, whether disclosed by MCIm to AT&T WISCONSIN or AT&T WISCONSIN to MCIm or otherwise acquired by AT&T WISCONSIN or MCIm in the course of the performance of this Agreement, shall be deemed Confidential Information of MCIm or AT&T WISCONSIN, as the case may be, for all purposes under this Agreement.

22.2 For a period of ten years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees

i. to use it only for the purpose of performing under this Agreement,

ii. to hold it in confidence and disclose it to no one other than its employees, contractors, agents or Affiliates having a need to know for the purpose of performing under this Agreement, and

iii. to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information.

If the Recipient wishes to disclose the Discloser's Confidential Information to a third party consultant, such disclosure must be mutually agreed to in advance and in writing by the Parties to this Agreement, and the consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

22.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and Confidential rights notices as are contained on the original.

22.4 Return of Confidential Information

22.4.1 All Confidential Information shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that conspicuously embody such Confidential Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Confidential Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

22.5 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information that:

22.5.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

22.5.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

22.5.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

22.5.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Confidential Information; or

22.5.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

22.5.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

22.5.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with the requirements of this Agreement.

22.6 Proposed Disclosure of Confidential Information to a Governmental Authority

22.6.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Confidential Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early

enough to allow the Disclosing Party to protect its interests in the Confidential Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Confidential Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.

22.6.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Confidential Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Confidential Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 22 with respect to all or part of such requirement.

22.6.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 22. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Confidential Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential information, including cooperating with the Disclosing Party, at the Disclosing Party's expense, to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Confidential Information.

22.6.4 Notwithstanding any of the foregoing, AT&T WISCONSIN shall be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to AT&T WISCONSIN's activities under the Act and AT&T WISCONSIN need not provide prior written notice of such disclosure to MCIm if AT&T WISCONSIN has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.

22.7 Customer Proprietary Network Information ("CPNI")

22.7.1 CPNI related to MCIm's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be MCIm's proprietary information and may not be used by AT&T WISCONSIN for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance, shall be disclosed only to AT&T WISCONSIN's employees, contractors, agents or Affiliates with a need to know, unless the MCIm subscriber expressly directs MCIm to disclose, or approves the disclosure of, such information to AT&T WISCONSIN pursuant to the requirements of Section 222(c)(1) or (2) of the Act. If AT&T WISCONSIN seeks and obtains approval to use or disclose such CPNI from MCIm's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, AT&T WISCONSIN may use or disclose only such information as MCIm provides pursuant to such authorization and may not use information that AT&T WISCONSIN has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law. CPNI related to AT&T WISCONSIN's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be AT&T WISCONSIN's proprietary information and may not be used by MCIm for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance shall be disclosed only to MCIm's employees, contractors, agents or Affiliates with a need to know, unless the AT&T WISCONSIN subscriber expressly directs AT&T WISCONSIN to disclose, or approves the disclosure of, such information to MCIm pursuant to the requirements of Section 222(c)(1) or (2). If MCIm seeks and obtains approval to use or disclose such CPNI from AT&T WISCONSIN's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, MCIm may use or disclose only such information

as AT&T WISCONSIN provides pursuant to such authorization and may not use information that MCIm has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law.

22.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. Notwithstanding the immediately preceding sentence, neither Party's obligations under such sentence shall exceed those required by law, regulation or regulatory or judicial decision.

i. Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of that Party.

ii. Except as provided hereunder, or as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information. This provision shall not require either Party to grant a license in violation of any law. Nothing in this paragraph shall relieve the Parties of their obligations and responsibilities set forth in Section 18.

22.9 The Parties agree that an impending or existing violation of any provision of this Section 22 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages.

22.10 Nothing in this Section 20 or anywhere else in this Agreement shall prevent AT&T WISCONSIN from using recorded usage data for the limited purposes of designing and/or maintaining AT&T WISCONSIN's telecommunications network and/or ensuring that AT&T WISCONSIN's telecommunications network performs properly in providing its intended telecommunications functions and services. AT&T WISCONSIN shall not use recorded usage data for any other purpose except as mutually agreed upon.

23. INTERVENING LAW

23.1 In the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Agreement or either Party's obligations under Applicable Law, then the Parties, upon the written request of either Party, shall negotiate promptly and in good faith in order to amend the Agreement in accordance with such statutes, rules, regulations or orders. In the event the Parties cannot agree on an amendment within sixty (60) days after the date of a written request to negotiate, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 12 (Dispute Escalation and Resolution). Anything to the contrary in this Agreement notwithstanding, the Parties shall continue to comply with all obligations set forth in this Agreement during the pendency of any negotiations or dispute resolution pursuant to this Section 23.

23.2 The Parties agree that amendments to the rates and prices contained in this Agreement shall be subject to the requirements set forth in Sections 1.5 and 1.6 of Appendix Pricing.

23.3 Except as specifically set forth in this Agreement, the Parties do not waive their rights to pursue legal challenges or appeals of the statutes, rules, regulations and orders that form the basis for the provisions of this Agreement.

23.4 As provided in Section 45 of these general terms and conditions, any amendments to this Agreement must be in writing and signed by both Parties.

24. GOVERNING LAW

24.1 Unless otherwise provided by Applicable Law, This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, Commission Rules and Regulations, interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the State of WISCONSIN shall govern, without regard to its conflicts of laws principles.

25. REGULATORY APPROVAL

25.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. If any governmental authority or agency rejects any provision of this Agreement, the Parties will negotiate promptly and in good faith, in accordance with the requirements of Section 23, the revisions which may reasonably be required to achieve approval. The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment. Each amendment will be effective between the Parties on the date specified in the amendment. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

26. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

26.1 Each Party will abide by applicable federal and state laws and regulations in obtaining end user customer authorization prior to changing an end user customer's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Applicable Law, including but not limited to the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 et. seq.). Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a change in an end user customer's local service provider. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. In accordance with Applicable Law, each Party shall retain on file all applicable letters and other documentation of authorization relating to its end user customer's selection of such Party as its LEC.

26.2 Unless otherwise allowed by Applicable Law, only an end user customer can initiate a challenge to a change in its LEC. If an end user customer notifies one Party that the end user customer requests local exchange service, and the other Party is such end user customer's LEC, then the Party receiving such request shall be free to immediately access such end user customer's CPNI subject to the requirements of Appendix OSS of this Agreement restricting access to CPNI.

26.3 The terms and conditions for the release of end user specific facilities shall be set forth in Appendix UNE of this Agreement.

27. COMPLIANCE AND CERTIFICATION

27.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

27.2 Each Party will be responsible for obtaining all necessary state certification.

27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals necessary to perform its obligations under this Agreement

27.4 Each Party will be responsible for ensuring that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA.

28. LAW ENFORCEMENT

The Parties shall handle law enforcement requests in accordance with the requirements of this Section 28.

28.1 Intercept Devices:

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an end user customer of the other Party, it shall refer such request to the Party that serves such end user customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

28.2 Subpoenas:

If a Party receives a subpoena for information concerning an end user customer the Party knows to be an end user customer of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.

28.3 Emergencies:

If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user customer of the other Party by the receiving Party's switch, that Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user customer and the Party serving such end user customer agrees to indemnify and hold the other Party harmless against any and all such claims.

29. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

29.1 Each Party is an independent contractor and has and hereby retains the right, subject to Section 32 of these General Terms and Conditions (Delegation to Affiliate and Subcontracting), to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

29.2 Nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

29.3 Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

30.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

31. ASSIGNMENT

31.1 Any assignment or delegation by either Party to any non-Affiliate entity of any right, obligation or duty, or of any other interest under this Agreement, in whole or in part, without the prior written consent of the other Party will be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest under this Agreement to an Affiliate shall provide sixty (60) calendar days' prior written notice to the other Party. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of that Party. No assignment or delegation of this Agreement (in whole or part) will relieve the assignor of its obligations under this Agreement.

31.2 Intentionally Omitted.

31.3 If during the term, AT&T WISCONSIN sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, AT&T WISCONSIN shall provide MCIm not less than one hundred eighty (180) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, MCIm acknowledges that AT&T WISCONSIN shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that MCIm must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets, provided, however, that insofar as such sale, assignment or transfer affects MCIm's interests pursuant to this Agreement AT&T WISCONSIN shall (i) comply with the requirements of Applicable Law and (ii) work cooperatively with MCIm and the third party acquiring the ILEC Territory or ILEC Assets regarding the potential assignment of this Agreement (in whole or in part) to such third party. For purposes of this Section 31.3, "ILEC Territory" is defined as any specific operating areas, or portion thereof, in which AT&T WISCONSIN is deemed to be the ILEC under the Act and "ILEC Assets" is defined as assets that AT&T WISCONSIN owns or leases which are used in connection with AT&T WISCONSIN's provision to MCIm of any Interconnection, resale services, unbundled Network Elements, functions, facilities, products or services provided or contemplated under this Agreement.

32. DELEGATION TO AFFILIATE AND SUBCONTRACTING

32.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) or a third party to take some or all of such actions to fulfill such obligations. In the event of any delegation to an Affiliate or a third party pursuant to this Section 32, the delegating Party shall remain fully liable for the performance of this Agreement in accordance with its terms. Any Party, which elects to perform its obligations through an Affiliate or third party, shall cause its Affiliate or any third party to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate or third party, such Party has the authority to cause such Affiliate or third party to perform such obligation and such Affiliate or third party will have the resources required to accomplish the delegated performance. No contract, subcontract or other agreement entered into by either Party with any third party in connection with the provision of local services or unbundled Network Elements hereunder shall provide for any indemnity, guarantee, assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

32.2 Any subcontractor that gains access to Customer Proprietary Network Information ("CPNI") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

33. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

33.1 Each Party will be solely responsible at it own expense for the proper handling, storage, transport, treatment, transport disposal, or any other management by or any person acting on its behalf of all

Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.

33.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T WISCONSIN shall, at MCIm's request, indemnify, defend, and hold harmless MCIm, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T WISCONSIN or any person acting on behalf of AT&T WISCONSIN, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T WISCONSIN or any person acting on behalf of AT&T WISCONSIN, or (iii) the presence at the work location of an Environmental Hazard for which AT&T WISCONSIN is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T WISCONSIN or any person acting on behalf of AT&T WISCONSIN.

33.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, MCIm shall, at MCIm's request, indemnify, defend, and hold harmless MCIm, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T WISCONSIN or any person acting on behalf of AT&T WISCONSIN, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T WISCONSIN or any person acting on behalf of AT&T WISCONSIN, or (iii) the presence at the work location of an Environmental Hazard for which AT&T WISCONSIN is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T WISCONSIN or any person acting on behalf of AT&T WISCONSIN.

33.4 For the purposes of this agreement, "Hazardous Substances" means i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or iii) asbestos and asbestos containing material in any form, and iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

33.5 For the purposes of this agreement, "Environmental Hazard" means i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, ii) asbestos containing materials, or iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

33.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into i) the work location, or ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

34. FORCE MAJEURE

34.1 Neither Party shall be responsible for delays or failures in performance of any part of this Agreement

(other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or, if appropriate, be excused from performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

35. TAXES

35.1 Each Party purchasing Interconnection, Resale Services, unbundled Network Elements, Functions, Facilities, products and services under this Agreement shall pay or otherwise be responsible for all applicable Federal, state or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees or surcharges (hereinafter "Tax") imposed on or with respect to, the Interconnection, Resale Services, unbundled Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

35.2 With respect to any purchase of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities products or services under this Agreement if any Tax is required by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax (ii) the purchasing party shall be required to pay all such taxes to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

35.3 With respect to any purchase hereunder of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products or services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

35.4 Intentionally Omitted.

35.5 Intentionally Omitted.

35.6 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

35.7 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority

35.8 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

35.9 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

35.10 With respect to any Tax or Tax controversy covered by this Section 35, either Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect, or to seek refund of Taxes that it has previously paid. The Parties will cooperate in any such contest. The Purchasing Party will ensure that no lien is attached to any asset of the other Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

35.11 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 35 shall be sent in accordance with Section 19, Notices, hereof.

36. NON-WAIVER

36.1 No waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of

any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

37. INTENTIONALLY OMITTED

38. INTENTIONALLY OMITTED

39. INTENTIONALLY OMITTED

40. CUSTOMER INQUIRIES

40.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

40.2 Each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

40.2.1 Provide the number described in Section 40.1 to callers who inquire about the other Party's services or products; and

40.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

40.3 Except as otherwise provided in this Agreement, MCIm shall be the primary point of contact for MCIm's end user customers with respect to the services MCIm provides such end user customers.

40.4 Customer Contact. MCIm will provide the exclusive interface to MCIm end user customers concerning service provided by MCIm, except as MCIm may otherwise specify. When MCIm requires AT&T WISCONSIN personnel or systems to interface with MCIm end user customers, the AT&T WISCONSIN personnel shall identify themselves as representing MCIm, or any brand as MCIm may specify, and shall not identify themselves as representing AT&T WISCONSIN or any other entity.

41. EXPENSES

41.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.

42. CONFLICT OF INTEREST

42.1 The Parties represent that no employee or agent of either Party has been paid a fee, or otherwise received any compensation or consideration from the other Party, in connection with the negotiation of this Agreement or any associated documents.

43. SURVIVAL

43.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (or to be performed after) shall survive the termination or expiration of this Agreement. 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 continue beyond the termination or expiration of this Agreement: Indemnification, Confidential Information, Limitation of Liability, Deposits, Non-payment and Disconnection, Dispute Resolution and any liability or obligations of a Party for acts or omissions prior to the expiration or termination of this Agreement.

44. INTENTIONALLY OMITTED

45. AMENDMENTS AND MODIFICATIONS

45.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon

approval of such amendment by the Commission and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment unless agreed to by the Parties or specifically ordered by the Commission.

45.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

46. INTENTIONALLY OMITTED

47. INTENTIONALLY OMITTED

48. AUTHORITY

48.1 AT&T WISCONSIN represents and warrants that it is a WISCONSIN Limited Partnership duly organized, validly existing and in good standing under the laws of the state of WISCONSIN. AT&T WISCONSIN represents and warrants that AT&T Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for AT&T WISCONSIN. AT&T WISCONSIN represents and warrants that it has full power and authority to perform its obligations hereunder.

48.2 MCIm represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. MCIm represents that it is certified as a LEC by the Commission prior to submitting any orders hereunder and is authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such service.

49. COUNTERPARTS

49.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

50. ENTIRE AGREEMENT

50.1 The terms contained in this Agreement and all Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

51. PURCHASING FROM TARIFFS

51.1 Except as may be provided in Appendix Pricing, the Parties agree that the rates, terms and conditions of this Agreement will not be superceded by the rates, terms and conditions of any tariff AT&T may file, absent Commission order to the contrary. The Parties agree that MCIm is not precluded from ordering products and services available under any effective AT&T tariff or any tariff that AT&T may file in the future provided that MCIm satisfies all conditions contained in such tariff and provided that the products and services are not already available under this Agreement. (In which case MCIm may incorporate such products and services including legitimately related rates, terms and conditions by amendment into this Agreement). If MCIm chooses to order products or services under an AT&T WISCONSIN tariff, it is bound by all applicable terms and conditions of the tariff and shall not seek to apply terms and conditions of this Agreement to the items it orders from the tariff. MCIm is not precluded from amending the agreement to incorporate by reference individual and independent rates, terms and conditions available to other carriers through Agreement or tariff, even when such products or services are already available under this Agreement, provided such incorporation by reference must include material terms and conditions that are applicable and legitimately related to the requested product or services.

52. ALTERNATIVELY BILLED SERVICES

52.1 The Parties agree that Alternately Billed Services (ABS) shall mean local and intraLATA collect calls, calling card calls and bill to third number calls, when those calls are originated from or terminated to end user customers served via the AT&T WISCONSIN's unbundled Local Switching (ULS) or UNE-P, further defined in the 13 State ABS Agreement. ABS is subject to the terms, conditions and pricing set forth in the 13 State ABS Agreement between the Parties effective January 1, 2004.

MCImetro Access Transmission Services LLC

Signature: _____

Name: **Peter H. Reynolds**
(Print or Type)

Title: Director
(Print or Type)

Date: June 15, 2007

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

Signature: _____

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: JUN 25 2007

APPENDIX GENERAL DEFINITIONS

For purposes of this Agreement, certain terms have been defined in this Appendix and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning set forth in the Act, unless the context clearly indicates otherwise. The definitions contained in this Appendix are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of the term in the Act, in this Appendix, or in any other part of the Agreement (including the Attachments), the definition in the Act shall supersede any definition in the Agreement or Appendices, and any specific definition in an Appendix other than this Appendix shall supersede the definition in this Appendix. Throughout this Agreement and its Appendices, various diagrams are used. The diagrams are illustrative only, and, in the event of any disagreement between the diagram and the words of this Agreement, the words of this Agreement shall control.

"Act" means the Communications Act of 1934 [47 U.S.C. 151 et seq.], as amended by the Telecommunications Act of 1996, codified throughout 47 U.S.C.

"Access Service Request" (ASR) is an industry standard form and supporting documentation used by the Parties to order Switched Access Service and/or to add, establish, change or disconnect Trunks for the purposes of Interconnection.

"ACNA" means Access Customer Name Abbreviation and is a three digit alpha code assigned to identify carriers (including both ILECs AND CLECs) for billing and other identification purposes.

"Advanced Intelligent Network" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

"Affiliate" is as defined in the Act.

"Alliance for Telecommunications Industry Solutions" (ATIS) is a North American telecommunication industry standards forum which, through its committees and working groups, creates and publishes standards and guidelines designed to enable interoperability for telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein as baseline requirements documentation.

"Alternate Billing Service" (ABS) means a service that allows end user customers to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

"Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders and permits, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

"Automated Message Accounting" (AMA) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

"Automatic Number Identification" or (ANI) identifies the telephone number associated with the line from which a call originates. ANI usually identifies the same number as the Calling Party Number (CPN).

"Automatic Route Selection" (ARS) is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit switch routing table or system.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate end user customer Billing with attendant documentation. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

"Billed Number Screening" (BNS) means a validation of Toll Billing Exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

"Business Day" means Monday through Friday, excluding holidays in which banks and government offices are closed.

"Calling Party Number" (CPN) means a Common Channel Signaling (CCS) parameter, as for example a Signaling System 7 (SS7) parameter, whereby the ten (10) digit number or other number of the calling Party is forwarded from the End Office through the network.

"Carrier" see Telecommunications Carrier.

"Carrier Access Billing System" (CABS) is defined in a document prepared under the direction of the Billing Committee of the Ordering and Billing Forum (OBF) of ATIS. The CABS document is published by Telcordia Technologies in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the Billing of switched access service and other connectivity issues.

"Central Office" means a building or space within a building where transmission facilities or circuits are connected or switched.

"Centrex" means a Telecommunications Service that uses Central Office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like, features.

"Collocation" is as described by Applicable Law.

"Commercial Mobile Radio Service" (CMRS) is as defined in the Act.

"Commingling" means the connecting, attaching, or otherwise linking of an unbundled Network Element, or Combination of unbundled Network Elements, to one or more facilities or services that MCIm has obtained at wholesale from AT&T WISCONSIN, or the combining of an Unbundled Network Element, or a combination of Unbundled Network Elements, with one or more such facilities or services. "Commingle" means the act of commingling.

"Commission" means the Public Service Commission of Wisconsin.

"Common Channel Signaling" (CCS) means a method of exchanging call set-up and network control data over a digital signaling network used to transport supervision signals, control signals and data messages. It is a special network, fully separate from the transmission path of the public switched network that carries the actual call. Unless otherwise agreed by the Parties, the preferred CCS protocol used by the Parties shall be SS7.

"Common Language Location Identifier" (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

"Communications Assistance for Law Enforcement Act" (CALEA) refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

"Competitive Local Exchange Carrier" (CLEC) is any Local Exchange Carrier certified to provide Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier.

"Conduit" means a tube or other similar enclosure that may be used to house copper, fiber or coaxial communications cables or communications-related power cables. Conduits may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An inner duct is a separate tube or enclosure within a Conduit.

"Control Office" is the operations center or office designated by either Party as its single point of contact for the provisioning and maintenance of its portion of this Agreement.

"Coordinated Cutover" means the coordination of all cutover activities that may be associated with porting of a telephone number from the old service provider to the new service provider, which coordination may include, but not limited to, notification of when the old service provider starts the cutover and finishes the cutover, coordination of testing, and working with the new service provider to ensure that the cutover is properly performed and completed.

"Cross Connection" means an intra-Wire Center channel of the appropriate bandwidth and media, connecting separate pieces of Telecommunications Equipment, including jumpers and intraoffice cables.

"Customer Usage Data" means the Telecommunications Services usage data of an end user customer measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by one Party and forwarded to the other Party.

"Custom Local Area Signaling Service Features" (CLASS) means certain call-management service features available to end user customers within a Local Access and Transport Area ("LATA"), including but not limited to: Automatic Call Back; Automatic Recall; Call Trace; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

"Desired Due Date" means the desired service activation date as requested by MCIm on a service order.

"Dialing Parity" is as defined in the Act.

"Digital Signal Level" is one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" (DS-0) is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

"Digital Signal Level 1" (DS-1) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.

"Digital Signal Level 3" (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.

"End Office Switch" or "End Office" means a Switch that directly terminates traffic to and receives traffic from local exchange service customers. An End Office Switch does not include a PBX.

"End User" means any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Wireless Carrier (also known as a Commercial Mobile Radio Service (CMRS) provider) that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. An IXC, CAP or CMRS provider may only be considered an end user if it uses a telecommunications service provided at retail by either of the Parties for administrative purposes and does not resell the telecommunications service to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

"Enhanced Extended Link" ("EEL") consists of a Combination of an unbundled Loop and unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those unbundled Network Elements, with or without multiplexing capabilities.

"Enhanced Service Provider" (ESP) is a provider of enhanced services as those services are defined in the Act.

"Exchange Access" is as defined in the Act.

"Exchange Message Interface" (EMI) (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

"Exchange Service" means Telephone Exchange Service, as defined in the Act.

"Feature Group D" or "FGD" is access available to all customers, providing Trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for Customer use in originating and terminating communications.

"Governmental Authority" means any federal, state or local, court, government, department, commission, board, bureau, agency, official or other regulatory, administrative, legislative or judicial authority with jurisdiction over the subject matter at issue.

"Group Record" means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all special billing numbers in an NPA-0/1XX.

"Incumbent Local Exchange Carrier" (ILEC) is as defined in the Act.

"Information Service" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

"Integrated Digital Loop Carrier" or "IDLC" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

"Integrated Services Digital Network" (ISDN) means a digital circuit switched network service. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital channelized transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

"Interconnection" is the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.

"Interexchange Carrier" (IXC) means a Telecommunication Carrier that provides interLATA or intraLATA Telephone Toll Services.

"InterLATA" is as defined in the Act.

"Interlata Traffic" describes Telecommunications between a point located in a Local Access and Transport Area (LATA) and a point located outside such area.

"Intralata Toll Traffic" describes IntraLATA Traffic between two locations within one LATA where one of the locations lies outside the local calling area defined by the tariff on file with the Commission.

"Local Access Transport Area" (LATA) is as defined in the Act.

"Local Exchange Carrier" (LEC) is as defined in the Act.

"Local Exchange Routing Guide" (LERG) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network Element and equipment designations.

"Local Routing Number" (LRN) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

"Local Service Ordering Guide" (LSOG) is a document developed by the OBF to establish industry-wide ordering and billing processes.

"Local Service Request" (LSR) means the industry standard forms and supporting documentation used for ordering local services.

"Main Distribution Frame" (MDF) means the distribution frame of the Party providing the loop used to Interconnect cable pairs and line and trunk equipment terminals.

"MECAB" refers to the Multiple Exchange Carrier Access Billing document developed by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document, published by ATIS as ATIS/OBF-MECAB- Issue 7, February 2001, contains the recommended guidelines for the billing of access and interconnection services provided to a customer by two or more providers or by one provider in two or more states within a single LATA.

"MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services document developed by the Interconnection Services Ordering & Provisioning (ISOP) Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document, published by ATIS as ATIS/OBF-MECOD-Issue 5, February 2002, establishes methods for processing orders for access service which is to be provided to an Interexchange Carrier (IC) by two or more Exchange Carriers (ECs).

"Meet Point" is a point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

"Meet-Point Billing" (MPB) refers to the billing arrangement whereby two or more Telecommunications Carriers jointly provide Switched Exchange Access Service to an IXC, with each LEC billing the IXC its tariffed rate for the portion of Switched Exchange Access Service it provided to the IXC.

"Network Data Mover" (NDM) is an industry standard protocol for the electronic transfer of information.

"Network Element" is as defined in the Act.

"Non-Qualifying Service" is a service that is not a Qualifying Service (defined below).

"North American Numbering Plan" (NANP) A numbering architecture employed in the United States, Canada and certain Caribbean countries in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

"Numbering Plan Area" (NPA) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs, also known as a "Service Access Codes" (SAC Codes) are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples of non-geographic NPAs in the N00 format include 500, Toll Free Service NPAs, 700, and 900.

"Number Portability Administration Center" (NPAC) means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

"NXX" or "Central Office Code" is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

"Originating Point Code" (OPC) means a code assigned to identify CLEC's system(s) that originate SS7 messages, including LIDB Service Queries.

"Parity" means the provision of a service or access to service that is at least equal in quality, timing, priority, functionality and capabilities to that which AT&T WISCONSIN provides itself, its customers, subsidiaries, Affiliates or any third party.

"Party" means either AT&T WISCONSIN or MCIm. "Parties" means both AT&T WISCONSIN and MCIm.

"Plain Old Telephone Service" (POTS) means basic telephone service.

"Public Switched Network" or "Public Switched Telecommunications Network" (PSTN) includes all switches and transmission facilities, provided by any Telecommunications Carriers that use the NANP in connection with the provision of Telecommunications Services.

"Qualifying Service" is a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of Incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone service, and access services, such as digital subscriber line services and high-capacity circuits.

"Rate Center" means the specific geographic area that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

"Rating Point" means the V&H coordinates associated with a particular telephone number for rating purposes.

"Remote Terminal" or "RT" means a controlled environmental vault, hut, or cabinet, which may or may not contain fiber fed digital loop carrier (DLC).

"Service Management System" (SMS) means an off-line system used to access, create, modify or update information in a database.

"Signaling System 7" (SS7) means a signaling protocol used by the CCS network.

"Switch" means a mechanical, electrical or electronic device which opens and closes circuits, completes or breaks an electrical path, or select paths or circuits.

"Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include, but are not limited to, Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors and/or similar Switched Exchange Access Services.

"Synchronous Optical Network" (SONET) is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

"Tandem Office Switch" or "Tandem" means a Switch used to connect and switch Trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

"Technically Feasible", including burden of proof, is as defined in applicable FCC regulations and Applicable Law.

"Telecommunications" is as defined in the Act.

"Telecommunications Carrier" is as defined in the Act.

"Telecommunications Equipment" is as defined in the Act.

"Telecommunications Service" is as defined in the Act.

"Telephone Exchange Service" is as defined in the Act.

"Telephone Toll Service" is as defined in the Act.

"TELRIC" means Total Element Long-Run Incremental Cost.

"Third Party" means any person other than a Party.

"Toll Free Service" is service provided with any dialing sequence that invokes toll-free, 800-like, service processing (e.g., 800 or 800-like services). Toll Free Service includes, but is not limited to, calls placed to 800/888 NPA Service Access Codes (SAC).

"Trunk" means a communication line connecting two switching systems.

"Wire Center" means the physical structure where AT&T WISCONSIN terminated subscriber outside cable plant (i.e. their local lines) with the necessary testing facilities to maintain them. This is usually the same location as a Class 5 central office. A Wire Center might have one or several Class 5 central offices, also called public exchanges or simply switches.

APPENDIX
BONA FIDE REQUEST ("BFR") PROCESS

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APPENDIX BONA FIDE REQUEST (BFR) PROCESS

1. GENERAL CONDITIONS

1.1 Unless another procedure or process is specifically prescribed elsewhere in this Agreement or by order of the Commission, this schedule shall govern the submission of requests by MCIm to AT&T WISCONSIN for methods of interconnection, access to Lawful unbundled Network Elements (including Combinations thereof), or customized services that are not otherwise addressed in this Agreement at the time of such request. This Bona Fide Request ("BFR") process applies to each Bona Fide Request submitted to AT&T WISCONSIN.

1.2 If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with the Act, such Party may exercise its rights under the Dispute Escalation and Resolution sections of this Agreement or may otherwise seek mediation by the Commission, including the use of any expedited procedures, pursuant to Section 252 of the Act, after giving the other Party written notice at least five (5) calendar days in advance of invoking the Dispute Escalation and Resolution .

2. BFR APPLICATION FORM

2.1 A Bona Fide Request must be submitted with a BFR Application Form as that form is set forth on https://clec.sbc.com//clec//. Included with the Application MCIm shall provide a technical description of each BFR Item, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a non-binding three (3) year forecast.

3. RESPONSIBILITIES OF THE PARTIES

3.1 AT&T WISCONSIN shall promptly consider and analyze the submission of a Bona Fide Request from MCIm for: (a) a method of Interconnection or access to a Lawful unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) a method of Interconnection or access to a Lawful unbundled Network Element (including Combinations thereof) that is different in quality to that which AT&T WISCONSIN provides itself at the time of such request; or (c) a customized service for features, capabilities, functionalities or a Lawful unbundled Network Element or Network Element Combination not otherwise provided hereunder at the time of such request. Items (a), (b) and (c) above may be referred to as a "BFR Item".

3.2 MCIm may cancel a Bona Fide Request at any time by written notice to AT&T WISCONSIN, but will pay AT&T WISCONSIN, as specified below, for reasonable costs incurred by AT&T in its preparation of the Preliminary Analysis or BFR Quote, up to the date of AT&T WISCONSIN's receipt of the cancellation.

3.3 Analysis of the BFR

3.3.1 MCIm is responsible for the reasonable costs incurred by AT&T WISCONSIN to prepare the Preliminary Analysis of MCIm's BFR. When submitting a BFR Application Form, MCIm has two options to compensate AT&T WISCONSIN for its costs incurred to complete the Preliminary Analysis of the BFR:

3.3.1.1 Include with its BFR Application Form a Deposit, which Deposit will be in the amount of two thousand dollars ($2,000), unless a different BFR deposit amount applicable to this Agreement has been established by the Commission, to cover AT&T WISCONSIN' preliminary evaluation costs, in which case AT&T WISCONSIN may not charge MCIm in excess of the Deposit to complete the Preliminary Analysis; or

3.3.1.2 Not make the Deposit in which case MCIm shall be responsible for all reasonable costs incurred by AT&T WISCONSIN to complete the Preliminary Analysis (regardless of whether such costs are greater or less than the Deposit amount).

3.3.2 If MCIm submits a Deposit with its BFR, and AT&T WISCONSIN is not able to process the BFR or determines that the BFR does not qualify for BFR treatment, then AT&T WISCONSIN will return the Deposit to MCIm. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the Deposit amount, the balance of the Deposit will, at the option of MCIm, either be refunded or credited toward additional developmental costs authorized by MCIm. If MCIm cancels the BFR prior to completion of the Preliminary Analysis and a Deposit has been made by MCIm, and the reasonable costs are less than the Deposit amount, the remaining balance of the Deposit will be returned to MCIm.

3.3.3 AT&T WISCONSIN will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, AT&T WISCONSIN shall acknowledge in writing or by facsimile receipt of the Bona Fide Request and in such acknowledgement advise MCIm of the need for any further information needed to process the Request. If deemed necessary by either of the Parties, a meeting will be convened within five (5) Business Days, or as otherwise mutually agreed, of MCIm's receipt of the BFR acknowledgement at which the Parties will come to agreement on all additional information needed to process the BFR. MCIm will provide an updated BFR application to include the additional information. MCIm acknowledges that the time intervals set forth in this Schedule begin once AT&T WISCONSIN has received a complete and accurate BFR Application Form and, if applicable, the Deposit amount.

3.3.4 Within thirty (30) calendar days of its receipt of a complete and accurate Bona Fide Request, AT&T WISCONSIN shall provide to MCIm a Preliminary Analysis of the BFR Item (the "Preliminary Analysis"). The Preliminary Analysis shall respond in one of the following ways:

3.3.4.1 indicate that AT&T WISCONSIN will provide the BFR Item; or

3.3.4.2 provide a detailed explanation that access to such BFR Item is not technically feasible and/or that the request does not qualify as one that is required to be provided under the Act; or that the BFR is not the correct process for the request.

3.4 Bona Fide Request Quote

3.4.1 If the Preliminary Analysis indicates that AT&T WISCONSIN will provide the BFR Item, MCIm may, at its discretion, provide written authorization for AT&T WISCONSIN to 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 (v) terms and conditions by which the Request shall be made available, and (vi) any other information AT&T WISCONSIN deems relevant to MCIm's request for the BFR Item.

3.4.1.1 MCIm's written authorization to develop the BFR Quote must be received by AT&T WISCONSIN within thirty (30) calendar days of MCIm'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, subject to MCIm's obligation to pay AT&T WISCONSIN' reasonable costs incurred for the Preliminary Analysis as set forth herein. Any request by MCIm for AT&T WISCONSIN to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require MCIm to submit a new BFR.

3.4.1.2 As soon as feasible, but not more than ninety (90) (calendar) days after its receipt of authorization to prepare the BFR Quote, AT&T WISCONSIN shall provide to MCIm a BFR Quote.

3.4.2 Within thirty (30) days of its receipt of the Bona Fide Request Quote, MCIm must either confirm its order for the BFR Item pursuant to the Bona Fide Request Quote or cancel the Bona Fide Request and reimburse AT&T WISCONSIN for its reasonable costs incurred in the preparation of the BFR Quote. If MCIm believes AT&T WISCONSIN' BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under the Dispute Escalation and Resolution

sections of the Agreement. If, AT&T WISCONSIN does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and MCIm will reimburse AT&T WISCONSIN for its reasonable costs incurred in preparing the BFR Quote.

4. PRICES

4.1 Unless MCIm agrees otherwise, all prices and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act, the FCC and/or the Commission.

APPENDIX
PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T WISCONSIN will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

1.1.1 This Appendix provides for the placing of MCIm telecommunications equipment and facilities on AT&T WISCONSIN property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via an AT&T WISCONSIN approved vendor (hereinafter referred to as Dedicated Space) within AT&T WISCONSIN Eligible Structure as defined in Section 2, Definitions, following. MCIm will lease the Dedicated Space from AT&T WISCONSIN and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3, following. AT&T WISCONSIN will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T WISCONSIN will permit collocation in Adjacent Structures located on AT&T WISCONSIN's property in accordance with this Appendix.

1.3 Purpose

1.3.1 Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T WISCONSIN'S Lawful Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act and applicable effective FCC regulations and judicial rulings. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

1.4 Any Physical Collocation arrangement that was provided under state tariff or prior interconnection agreement ("251(c)(6) Physical Collocation Arrangement") that remains in place on the Effective Date shall be converted to this Appendix, as of the Effective Date ("Billing Conversions"). The Billing Conversions shall only involve changes in the applicable pricing, and AT&T WISCONSIN will not impose any charge(s) on MCIm to perform such Billing Conversions

1.4.1 Prospective Effect

1.4.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only. The rates implemented via this Agreement shall apply to all existing 251(c)(6) Physical Collocation Arrangements without the need for a specific request by MCIm that such new rates be implemented for each such collocation arrangement. Adoption of a new rate structure shall not by itself require MCIm to incur any new non-recurring collocation area modification or application charges.

1.4.1.2 In the event that an order for 251(c)(6) Physical Collocation submitted by MCIm is pending as of the Effective Date, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the agreement (e.g., state tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any

recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

1.4.1.3 Because the Collocation Rates will apply on a prospective basis only, neither Party will have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period prior to the effective date.

1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of any conflict with the Collocation Services Handbook, AT&T WISCONSIN's standards and requirements for equipment and facility installations, CLEC Online website, or AT&T WISCONSIN's TP76300MP.

2. DEFINITIONS

2.1 Act - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2 Active Collocation Space - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.

2.3 Adjacent Off-site Arrangement - Where Physical Collocation space within AT&T WISCONSIN Eligible Structure is Legitimately Exhausted, and MCIm's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, MCIm has the option and AT&T WISCONSIN shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if MCIm's site is located on a property that is contiguous to or within one standard city block of AT&T WISCONSIN's Central Office or Eligible Structure.

2.4 Adjacent Structure - MCIm-provided structure placed on AT&T WISCONSIN property (Adjacent On-site) or non-AT&T 13-STATE property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.

2.5 Augment - A request from MCIm to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.

2.6 Cross-Connect - A service order-generated connection of one or more MCIm's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).

2.7 Direct Connection - Sometimes inappropriately called a cross-connect, this is a cable connection between MCIm's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another MCIm's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).

2.8 Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of MCIm, (e.g., brighter lighting above MCIm's cage, circular cage, different style tile within the cage).

2.9 Day - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.

2.10 Delivery Date - The date on which AT&T WISCONSIN provides the requested collocation space constructed in accordance with the requesting carrier's application, and turns the functional space over to the requesting carrier. The space is functional when AT&T WISCONSIN has completed all it has to do and is not dependent on when or whether MCIm has completed its work.

2.11 Dedicated Space - Denotes the space assigned for MCIm's Physical Collocation arrangement located in AT&T WISCONSIN Eligible Structure.

2.12 Effective Billing Date - The date AT&T WISCONSIN completed its work as required by MCIm's accurate and complete application and made the Physical Collocation space available to MCIm, regardless of any failure by MCIm to complete its work.

2.13 Eligible Structure - Eligible Structure refers to AT&T WISCONSIN's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T WISCONSIN that house its network facilities, and all structures that house AT&T WISCONSIN's facilities on public rights-of-way.

2.14 Extraordinary Charges - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses AT&T WISCONSIN incurs to meet the specific request of an individual CLEC and will not typically benefit either other CLECs or AT&T WISCONSIN as defined in Section 17.

2.15 Inactive Space - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.

2.16 Individual Case Basis (ICB) - AT&T WISCONSIN may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from MCIm that are beyond the terms, conditions, and rates established in this Appendix.

2.17 Infrastructure Systems - Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.

2.18 Installation Supplier - Suppliers/vendors that are approved to perform central office installation work for AT&T WISCONSIN and for MCIm in AT&T WISCONSIN eligible structures in all collocation footprints areas and/or AT&T WISCONSIN common areas in the technologies and geographical locations for which they are approved by AT&T WISCONSIN.

2.18.1 AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers) - These suppliers are approved to perform CO installation work for AT&T WISCONSIN and for CLECs in AT&T WISCONSIN central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T WISCONSIN per the letter codes listed in a table on the Tier 1 list on https://clec.sbc.com/clec.

2.18.2 AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers) - These suppliers have been approved to perform collocation installation work for CLECs in all 13 states of the AT&T WISCONSIN central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.

2.19 Interconnector's Guide for Collocation (Collocation Handbook) or like document is a publication provided to CLECs that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T WISCONSIN's, which is located on the AT&T WISCONSIN CLEC ONLINE Web-Site (https://clec.sbc.com/clec), as amended from time to time.

2.20 Legitimately Exhausted - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.

2.21 Main Distribution Frame - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.

2.22 Non-Standard Collocation Request (NSCR) - AT&T WISCONSIN may seek to impose non-standard charges for requirements based on requests from MCIm that are beyond the terms, conditions, and rates established in this Appendix.

2.23 Preparation Charges - Denotes those charges associated with the initial preparation of MCIm's Dedicated Space.

2.24 Remote Terminals - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for MCIm's equipment.

2.25 Technical Publications - documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via https://clec.sbc.com/clec.

2.26 Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.

2.27 Telecommunications Infrastructure Space - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of AT&T WISCONSIN's network.

2.28 Unused Space - Any space (i) existing in AT&T WISCONSIN's Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by AT&T WISCONSIN's or any third party, (iii) that is not occupied by AT&T WISCONSIN's, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T WISCONSIN's or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T WISCONSIN's or Requesting MCIm's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T WISCONSIN's warranty on proximate.

3. GENERAL

3.1 Certification

3.1.1 MCIm requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. AT&T WISCONSIN shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. AT&T WISCONSIN allocates the charges for space preparation and security charges on a prorated basis so the first CLEC in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique MCIm requests for collocation options directly attributable to MCIm will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

3.3.1 MCIm and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to

all AT&T WISCONSIN requirements. The Installation Supplier shall coordinate with the AT&T WISCONSIN representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via https://clec.sbc.com/clec.

3.4 Safety

3.4.1 MCIm shall be responsible for the safety instruction of its employees or representatives. MCIm shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T WISCONSIN or other telecommunications carriers. MCIm shall immediately report to the AT&T WISCONSIN representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of MCIm while on AT&T WISCONSIN premises or any OSHA inspection or citations issued to MCIm while on AT&T WISCONSIN premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. AT&T WISCONSIN will rent parking spaces to MCIm on a first-come, first-served basis if such space is available. MCIm may not park in spaces that are reserved for AT&T WISCONSIN vehicles and which are designated as reserved. AT&T WISCONSIN shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 MCIm shall be allowed to have reasonable use of and access to loading docks. MCIm and AT&T WISCONSIN are required to follow all posted traffic and AT&T WISCONSIN signs and follow all applicable parking and traffic laws and ordinances.

3.7 MCIm's Equipment and Facilities

3.7.1 MCIm is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. MCIm will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;

3.7.1.2 its equipment;

3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

3.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by MCIm and only if and as required; and

3.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

3.7.2 AT&T WISCONSIN neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

3.8 Americans with Disability Act (ADA)

3.8.1 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.

3.8.2 If AT&T WISCONSIN is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of MCIm's collocation arrangement, AT&T WISCONSIN will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each MCIm located within the Eligible Structure, based on the total space utilized by each MCIm.

3.8.3 Should AT&T WISCONSIN benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting MCIm, one-third when there are two (2), and so on.

3.8.4 Should AT&T WISCONSIN be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not MCIm was collocated in the CO), AT&T WISCONSIN shall absorb all of the costs related to such an upgrade.

3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective sections of this Appendix.

4. LIMITATION OF LIABILITY

4.1 Limitation of Liability shall be governed by General Terms and Conditions of this agreement.

4.2 Force Majeure Events shall be governed by the General Terms and Conditions of this Agreement.

4.3 Insurance shall be governed by the General Terms and Conditions of this Agreement.

4.3.1 A certificate of insurance stating the types of insurance and policy limits provided MCIm must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T WISCONSIN as well. If a certificate is not received, AT&T WISCONSIN will notify MCIm, and MCIm will have five (5) business days to cure the deficiency.

5. INDEMNIFICATION

5.1 Except as otherwise provided herein, Indemnification shall be governed by the General Terms and Conditions of this Agreement.

5.2 Casualty Loss

5.2.1 Damage to Dedicated Space

5.2.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of MCIm's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenantable in whole or in part, AT&T WISCONSIN shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T WISCONSIN has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while MCIm was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T WISCONSIN opts not to rebuild, then AT&T WISCONSIN shall notify MCIm within thirty (30) business days following such occurrence that MCIm's use of the Dedicated Space will terminate as of the date of such damage. Upon MCIm's election, AT&T WISCONSIN must provide to MCIm, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

5.2.1.2 Any obligation on the part of AT&T WISCONSIN to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for MCIm by AT&T WISCONSIN.

5.2.2 Damage to Eligible Structure

5.2.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T WISCONSIN's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T WISCONSIN, at its option, may terminate services provided via this Appendix by giving MCIm ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

6. SECURITY

6.1 AT&T WISCONSIN may impose the following reasonable security measures on MCIm to assist in protecting its network and equipment from harm. AT&T WISCONSIN may impose security arrangements as stringent as the security arrangements AT&T WISCONSIN maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T WISCONSIN may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. AT&T WISCONSIN will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with MCIm.

6.1.1 MCIm will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

6.1.1.1 MCIm technicians will be security-qualified by MCIm and will be required to be knowledgeable of AT&T WISCONSIN security standards. MCIm personnel and technicians will undergo the same level of security training or its equivalent that AT&T WISCONSIN's own employees and authorized contractors must undergo. AT&T WISCONSIN will not, however, require MCIm to receive security training from AT&T WISCONSIN, but will provide information to MCIm on the specific type of training required.

6.1.1.2 MCIm can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T WISCONSIN's Technical Publications via https://clec.sbc.com/clec.

6.1.1.3 MCIm and AT&T WISCONSIN will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T WISCONSIN for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of MCIm or AT&T WISCONSIN in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of MCIm or AT&T WISCONSIN in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T WISCONSIN property:

6.1.1.3.1 Theft or destruction of AT&T WISCONSIN's or MCIm's property;

6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T WISCONSIN property;

6.1.1.3.3 Threats or violent acts against other persons on AT&T WISCONSIN property;

6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T WISCONSIN property;

6.1.1.3.5 Permitting unauthorized persons access to AT&T WISCONSIN or MCIm's equipment on AT&T WISCONSIN property; and

6.1.1.3.6 Carrying a weapon on AT&T WISCONSIN property.

In addition, MCIm and AT&T WISCONSIN will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T WISCONSIN or MCIm of AT&T WISCONSIN's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T WISCONSIN's Interconnector's Collocation Services Handbook https://clec.sbc.com/clec for Physical Collocation in AT&T WISCONSIN, provided the Handbook and any and all updates to it are timely provided to MCIm at no charge.

6.1.1.4 Intentionally Omitted.

6.1.1.5 AT&T WISCONSIN may use reasonable security measures to protect its equipment. In the event AT&T WISCONSIN elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T WISCONSIN may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall MCIm be required to pay for both an interior security partition to separate AT&T WISCONSIN's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.1.5.1 AT&T WISCONSIN's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T WISCONSIN's equipment. AT&T WISCONSIN's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T WISCONSIN's space. To the extent that AT&T WISCONSIN is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T WISCONSIN's expense.

6.1.1.5.2 AT&T WISCONSIN's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

6.1.1.5.3 AT&T WISCONSIN's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T WISCONSIN's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.1.5.4 If AT&T WISCONSIN chooses to enclose its own equipment, AT&T WISCONSIN will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.

6.1.1.5.5 AT&T WISCONSIN has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T WISCONSIN cannot prove that other reasonable security methods cost more than an interior security partition around AT&T WISCONSIN's equipment, AT&T WISCONSIN cannot elect to

erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from MCIm.

6.1.1.5.6 If AT&T WISCONSIN elects to erect an interior security partition and recover the cost, it must demonstrate to MCIm that other reasonable security methods cost more than an interior security partition around AT&T WISCONSIN's equipment at the time the price quote is given.

6.1.1.6 MCIm will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T WISCONSIN will not delay MCIm's entry into an Eligible Structure or access to its collocated equipment. AT&T WISCONSIN will provide MCIm with reasonable access to restroom facilities and parking. MCIm will also have reasonable access to MCIm's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

7.1.1 AT&T WISCONSIN is responsible for providing MCIm personnel a contact number for AT&T WISCONSIN technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, MCIm will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T WISCONSIN will not delay MCIm's entry into an Eligible Structure.

7.1.2 MCIm is responsible for providing to AT&T WISCONSIN personnel a contact number for MCIm technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T WISCONSIN. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

7.2 Right-to-Use; Multiple Dedicated Spaces

7.2.1 In accordance with this Appendix, AT&T WISCONSIN grants to MCIm the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

7.3 Trouble Status Reports

7.3.1 AT&T WISCONSIN and MCIm are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade AT&T WISCONSIN or MCIm's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T WISCONSIN and MCIm will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T WISCONSIN or MCIm is responsible for providing trouble status reports, consistent with this Appendix, when requested by AT&T WISCONSIN or MCIm.

7.4 Service Coordination

7.4.1 AT&T WISCONSIN is responsible for coordinating with MCIm to ensure that services are installed in accordance with the service request.

7.5 Active/Inactive Space Determination

7.5.1 In its notification regarding whether its request for collocation has been granted or denied AT&T WISCONSIN shall inform MCIm if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If MCIm's space is placed in Inactive Space, then the notification shall also include rationale for

placing the requested space in such category, including all power, switching, and other factors used in making the determination.

7.5.2 In the event that MCIm disputes the AT&T WISCONSIN placement of the space into Inactive Space, then MCIm may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T WISCONSIN will provide all relevant documentation to MCIm agent supporting its placement of MCIm's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the AT&T WISCONSIN-designated representative in writing within five (5) business days of notification to MCIm. If MCIm fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At MCIm's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.

7.5.3 The AT&T WISCONSIN representative will escort one (1) MCIm agent on the inspection tour. If MCIm agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, MCIm agent shall promptly advise AT&T WISCONSIN orally and in writing within five (5) business days of the completion of the inspection tour. MCIm may dispute the AT&T WISCONSIN findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T WISCONSIN to justify the basis for placement of MCIm's space in Inactive Space. If MCIm fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

7.6 Types of Available Physical Collocation Arrangements

7.6.1 AT&T WISCONSIN will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that MCIm will have a variety of collocation options from which to choose:

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides MCIm with an individual enclosure (not including a top). This enclosure is an area designated by AT&T WISCONSIN within an Eligible Structure to be used by MCIm for the sole purpose of installing, maintaining and operating MCIm-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, AT&T WISCONSIN will not provide MCIm's personnel or agents with direct access to AT&T WISCONSIN's Main Distribution Frame (MDF), with the exception of AT&T WISCONSIN's Approved Vendor.

7.6.1.2 AT&T WISCONSIN will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, MCIm will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty (50) square feet of caged space) and will ensure that the first CLEC in a AT&T WISCONSIN premises will not be responsible for the entire cost of site preparation and security.

7.6.1.2.1 MCIm must comply with all methods, procedures and guidelines followed by AT&T WISCONSIN in constructing such an arrangement. MCIm may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If MCIm elects to install or requests that AT&T WISCONSIN provide and install a point of

termination (POT) frame in the dedicated collocation area rather than inside its cage.

7.6.1.3 Caged Shared Collocation - AT&T WISCONSIN will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more MCIm may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each MCIm will be based upon the percentage of total space utilized by each MCIm. Accordingly, AT&T WISCONSIN will not provide MCIm's personnel or agents with direct access to AT&T WISCONSIN's Main Distribution Frame (MDF), with the exception of AT&T WISCONSIN's Approved Vendor.

7.6.1.4 Cageless Collocation - AT&T WISCONSIN will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, AT&T WISCONSIN will provide space in single bay increments, including available space adjacent to or next to AT&T WISCONSIN's equipment. MCIm will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort AT&T WISCONSIN. AT&T WISCONSIN will not require MCIm to use an intermediate interconnection arrangement (i.e., POT frame). AT&T WISCONSIN may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, AT&T WISCONSIN will not provide MCIm's personnel or agents with direct access to AT&T WISCONSIN's Main Distribution Frame (MDF), with the exception of the AT&T WISCONSIN Approved Tier 1 Vendor.

7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within AT&T WISCONSIN Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, AT&T WISCONSIN will permit MCIm to physically collocate on AT&T WISCONSIN's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T WISCONSIN uses to house telecommunication equipment, to the extent technically feasible. AT&T WISCONSIN and telecommunications carrier will mutually agree on the location of the designated space on AT&T WISCONSIN premises where the Adjacent Structure will be placed. AT&T WISCONSIN will not unreasonably withhold agreement as to the site desired by MCIm. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by MCIm. AT&T WISCONSIN will offer the following increments of power to the Adjacent Structure: AT&T WISCONSIN will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. AT&T WISCONSIN will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, MCIm may choose to provide its own AC and DC power to the Adjacent Structure. AT&T WISCONSIN will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. AT&T WISCONSIN shall permit MCIm to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either AT&T WISCONSIN or MCIm. Accordingly, AT&T WISCONSIN will not provide MCIm's personnel or agents with

direct access to AT&T WISCONSIN's Main Distribution Frame (MDF), with the exception of AT&T WISCONSIN's Approved Tier 1 Vendor.

7.6.1.5.1 MCIm shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.

7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between MCIm's POT bay or termination point located in an adjacent structure and AT&T WISCONSIN's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where MCIm specifically requests regeneration. Required regeneration and MCIm-requested regeneration will be provided at MCIm's expense.

7.6.1.6 Adjacent Off-Site Arrangement – Where Physical Collocation space within AT&T WISCONSIN Eligible Structure is Legitimately Exhausted, and MCIm's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, MCIm has the option and AT&T WISCONSIN shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

7.6.1.6.1 The Adjacent Off-site Arrangement is available if MCIm's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T WISCONSIN Central Office or Eligible Structure.

7.6.1.6.2 Such arrangement shall be used for interconnection and access to UNEs.

7.6.1.6.3 When MCIm elects to utilize an Adjacent Off-site Arrangement, MCIm shall provide both the AC and DC power required to operate such facility. MCIm may provide its own facilities to AT&T WISCONSIN's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. MCIm may subscribe to facilities available in the UNE rate schedule of MCIm's Agreement.

7.6.1.6.4 At the time MCIm requests this arrangement, MCIm must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T WISCONSIN shall provide a response to MCIm within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T WISCONSIN's facilities. AT&T WISCONSIN shall make best efforts to meet the time intervals requested by MCIm and, if it cannot meet MCIm's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

7.6.1.7 In the event that interior space in an Eligible Structure becomes available, AT&T WISCONSIN will provide the option to MCIm to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event MCIm chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

7.6.1.8 AT&T WISCONSIN will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in AT&T WISCONSIN's Eligible Structures that such an arrangement is technically feasible.

7.7 Construction Inspections

7.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, MCIm shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, MCIm will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Appendix.

7.7.2 MCIm may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from AT&T WISCONSIN's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

7.8 Construction Notification

7.8.1 AT&T WISCONSIN will notify MCIm prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of MCIm's Dedicated Space with potential to disrupt MCIm's services. AT&T WISCONSIN will provide such notification to MCIm at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T WISCONSIN will inform MCIm as soon as practicable by telephone of all emergency-related activities that AT&T WISCONSIN or its subcontractors are performing in the general area of MCIm's Dedicated Space, or in the general area of the AC and DC power plants which support MCIm's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that MCIm may take reasonable actions necessary to protect MCIm's Dedicated Space.

8. ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

8.1.1 So that it may make informed decisions regarding in which AT&T WISCONSIN eligible structures it wishes to collocate, a Telecommunications Carrier may request a Space Availability report prior to its application for Collocation Space within AT&T WISCONSIN's eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.

8.1.2 AT&T WISCONSIN will submit to a requesting Telecommunications Carrier a report indicating AT&T WISCONSIN's available collocation space in a particular AT&T WISCONSIN Eligible Structure upon request AT&T WISCONSIN. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of CLECs, and any modifications in the use of the space since the last report. The report will also include measures that AT&T WISCONSIN is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One MCIm	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

8.1.3 Should MCIm submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

8.1.4 Space Unavailability Determination and Resolution

8.1.4.1 AT&T WISCONSIN shall notify MCIm in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T needs more time to continue analyzing certain aspects of the request, AT&T WISCONSIN's 10 calendar day notice shall be limited to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.

8.1.4.2 In responding to an application request if space is not available, AT&T WISCONSIN will notify MCIm that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of AT&T WISCONSIN's receipt of a completed application.

8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to MCIm.

8.1.4.4 AT&T WISCONSIN will file a notice that MCIm's request was denied with the state Commission as appropriate. In the event of a denial, AT&T WISCONSIN will concurrently submit to both the appropriate Commission and MCIm, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the amount of space requested by MCIm, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook https://clec.sbc.com/clec, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

8.1.4.5 In the event AT&T WISCONSIN denies MCIm's request and MCIm disputes the denial, MCIm may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T WISCONSIN's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T WISCONSIN representative and the designated agent for MCIm, who will participate in the tour.

8.1.4.7 AT&T WISCONSIN will provide all relevant documentation to MCIm agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. AT&T WISCONSIN's representative will accompany and supervise MCIm agent on the inspection tour.

8.1.4.8 If MCIm agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, MCIm agent shall promptly so advise AT&T WISCONSIN. MCIm and AT&T WISCONSIN shall then each concurrently prepare a report detailing its own findings of the inspection tour. MCIm and AT&T WISCONSIN reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T WISCONSIN to justify the basis for any denial of collocation requests.

8.1.4.9 Legitimately Exhausted. Before AT&T WISCONSIN may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T WISCONSIN must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in

AT&T WISCONSIN's response to MCIm's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, AT&T WISCONSIN may reserve space for transport equipment for current year plus two (2) years. Additionally, AT&T WISCONSIN may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T WISCONSIN or for future use by AT&T WISCONSIN or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T WISCONSIN may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.

8.1.5 Application Quotation Interval for Physical Collocation

8.1.5.1 AT&T WISCONSIN will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, MCIm will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in AT&T WISCONSIN's Interconnector's Collocation Services Handbook (https://clec.sbc.com/clec) for Physical Collocation in AT&T WISCONSIN and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by MCIm and appropriate fees paid to AT&T WISCONSIN.

8.1.5.1.1 MCIm wishing AT&T WISCONSIN to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T WISCONSIN to process the application for each of the preferred methods. If MCIm provides adequate information and its preferences with its application, AT&T WISCONSIN would not require an additional application, nor would MCIm be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If MCIm only wishes AT&T WISCONSIN to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T WISCONSIN is unable to provide MCIm's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If MCIm determines the alternative method of collocation meets their needs, MCIm will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of MCIm's application and initial Planning Fee payment, AT&T WISCONSIN will begin development of the quotation. AT&T WISCONSIN will advise MCIm in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). AT&T WISCONSIN will allow MCIm to retain its place in the collocation queue so long as MCIm cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T WISCONSIN shall advise MCIm that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T WISCONSIN will not select for MCIm the type of Physical Collocation to be ordered.

8.1.5.2.1 MCIm has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a "first come-first served" basis.

8.1.5.3 Should multiple applications be submitted by MCIm within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one MCIm	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

8.1.5.4 Should MCIm submit twenty-one (21) or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

8.1.6 Revisions

8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by MCIm must be in writing via a new application form.

8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which AT&T WISCONSIN normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). MCIm will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

8.1.6.3 Minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by MCIm. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T WISCONSIN shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.1.2 Dedicated Space is not reserved until AT&T WISCONSIN's receipt of the confirmatory response in writing from MCIm with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T WISCONSIN will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.

8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.2 Cageless Physical Collocation Installation Intervals

8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by MCIm.

8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), AT&T WISCONSIN will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when MCIm has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).

8.2.2.2.1 A shorter interval may apply where MCIm installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T WISCONSIN shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to MCIm's collocation area.

8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.

8.2.3.2 AT&T WISCONSIN will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of MCIm's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T WISCONSIN will be installing all or some of the bays, and MCIm is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where MCIm is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where MCIm is requesting DC power greater than fifty (50) amps per feed, AT&T WISCONSIN will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when AT&T WISCONSIN installs interconnection and power cabling. AT&T WISCONSIN will provide a reduced interval for

MCIm with existing Physical Collocation space when it requests the following interconnection augments for that existing space. MCIm must submit to AT&T WISCONSIN's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for MCIm's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1 A sixty (60) calendar day interval will apply only when MCIm requests any of the following augments; 1) AT&T WISCONSIN will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to MCIm's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one MCIm and another MCIm provided MCIm is interconnected with AT&T WISCONSIN's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

8.2.5 Other Augments

8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T WISCONSIN bays, AT&T WISCONSIN cable racks and/or cage expansions within Active Collocation Space different than described above will require MCIm to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T WISCONSIN will work cooperatively with MCIm to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

8.2.5.1.2 The second fifty percent (50%) payment must be received by AT&T WISCONSIN no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to MCIm by AT&T WISCONSIN.

8.2.5.1.3 During AT&T WISCONSIN delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by AT&T WISCONSIN, MCIm and/or their AT&T WISCONSIN Approved Tier 1 Vendor (s) may request AT&T WISCONSIN to do work in parallel with AT&T WISCONSIN throughout the remaining delivery interval. MCIm must obtain an approved Method of Procedures (MOP) from AT&T WISCONSIN and follow AT&T WISCONSIN's Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

8.3 Cancellation Prior to Due Date

8.3.1 In the event that MCIm cancels its collocation application after AT&T WISCONSIN has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T WISCONSIN has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T WISCONSIN might have, MCIm shall be responsible in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon MCIm's request, AT&T WISCONSIN will provide MCIm with a detailed invoice showing the costs it incurred associated with preparation.

8.4 Occupancy

8.4.1 Unless there are unusual circumstances, AT&T WISCONSIN will notify MCIm that the Dedicated Space is ready for occupancy within five (5) business days of AT&T WISCONSIN completion of preparation of the Dedicated Space.

8.4.1.1 Upon MCIm's receipt of such notice, AT&T WISCONSIN and MCIm shall, upon MCIm's request, conduct an acceptance walk-through of such space. MCIm shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by MCIm as exceptions, which shall be mutually agreed to as exceptions by AT&T WISCONSIN. These exceptions shall be corrected by AT&T WISCONSIN as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at AT&T WISCONSIN's expense.

8.4.1.2 Upon completion of such corrections, AT&T WISCONSIN will again notify MCIm that the Dedicated Space is ready for occupancy and the Parties will, upon MCIm's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by MCIm, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which MCIm accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by MCIm to complete its work or occupy the space.

8.4.2 MCIm will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T WISCONSIN's network or obtain access to AT&T WISCONSIN UNEs within one hundred eighty (180) days after receipt of such notice, that AT&T WISCONSIN has completed its work as required by the complete and accurate Collocation application.

8.4.2.1 In the event that AT&T WISCONSIN has refused to interconnect with MCIm, the one hundred eighty (180) day deadline shall be extended until AT&T WISCONSIN allows MCIm to interconnect. AT&T WISCONSIN, however, may extend beyond the one hundred eighty (180) days provided MCIm demonstrates a best effort to meet that

deadline and shows that circumstances beyond its reasonable control prevented MCIm from meeting that deadline.

8.4.2.2 Orders for additional space will not be accepted until MCIm's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent MCIm establishes to AT&T's satisfaction that MCIm's apparent inefficient use of space is caused by the CLEC holding unused space for future use on the same basis that AT&T holds unused space for future use Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used."

8.4.2.2.1 For purposes of this Appendix, "efficiently used" space means MCIm is using between sixty (60) and one hundred percent (100%) of MCIm's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T WISCONSIN.

8.4.2.2.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of MCIm's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T WISCONSIN's network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of AT&T WISCONSIN.

8.4.3 If MCIm fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another MCIm or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10th) business day after AT&T WISCONSIN provides MCIm with written notice of such failure and MCIm does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T WISCONSIN or obtain access to AT&T WISCONSIN UNEs by that tenth (10th) business day. In any event, MCIm shall be responsible in an amount equal to the unpaid balance of the applicable charges.

8.4.4 For purposes of this Section, MCIm's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T WISCONSIN's network or interconnected to another MCIm's equipment that resides within the same structure, provided MCIm's equipment is used for interconnection with AT&T WISCONSIN's network or to obtain access to AT&T WISCONSIN's UNEs, for the purpose of providing this service.

8.4.5 If MCIm causes AT&T WISCONSIN to prepare the Dedicated Space and then MCIm does not use the Dedicated Space (or all the Dedicated Space), MCIm will pay AT&T WISCONSIN the monthly recurring and other applicable charges as if MCIm were using the Dedicated Space, until such time as MCIm submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

8.5.1 When AT&T WISCONSIN determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, MCIm is required to move its Dedicated Space or adjacent space collocation structure. AT&T WISCONSIN will notify the Resident CLEC(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T WISCONSIN will provide the Resident CLEC(s) with at least one hundred eighty (180)

days advance written notice prior to the relocation. If MCIm is required to relocate under this Section, MCIm will not be required to pay any application fees associated with the application required for arranging for new space. MCIm shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T WISCONSIN, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in AT&T WISCONSIN's reasonable discretion. In addition, MCIm's presence in AT&T WISCONSIN Central Offices or adjacent space collocation structures should not prevent AT&T WISCONSIN from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

8.5.2 If AT&T WISCONSIN determines that MCIm must relocate due to any of the above reasons, AT&T WISCONSIN will make all reasonable efforts to minimize disruption of MCIm's services. In addition, the costs of the move will be shared equally by AT&T WISCONSIN and MCIm, unless the Parties agree to a different financial arrangement.

8.5.3 If MCIm requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T WISCONSIN shall permit MCIm to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. MCIm shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 AT&T WISCONSIN shall maintain a publicly available document for viewing on the Internet at https://clec.sbc.com/clec indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T WISCONSIN will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

8.5.3.2 AT&T WISCONSIN will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by MCIm or upon order of the appropriate Commission. AT&T WISCONSIN shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination. If MCIm vacates or abandons a collocation arrangement such vacatur or abandonment shall not affect MCIm's obligations to pay any charges owed in connection with such collocation arrangement (including but not limited to any Custom Work, ICB , NSCR or Extraordinary Charges that MCI has agreed to pay, including but not limited to those for which payment was not yet due at the time of vacatur or abandonment). In the event of vacatur or abandonment, any such charges shall be due within thirty (30) days of such vacatur or abandonment.

8.7 Billing and Non Billing Dispute Resolution, Escrow and Late Payment Charges will be governed by the General Terms and Conditions or Appendix Invoicing of this Agreement as applicable.

8.8 Allowances for Interruptions

8.8.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T WISCONSIN's designated contact point and ends when the

Physical Collocation arrangement is operative and reported to MCIm's designated contact. A credit allowance will be made to MCIm where the interruption is due to the actions or negligence of AT&T WISCONSIN.

8.8.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

8.8.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. MCIm shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

8.8.4 A credit allowance will not apply to any interruption of the items maintained and repaired by MCIm or MCIm's third Party vendor.

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

9.1.1 MCIm shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). AT&T WISCONSIN will only permit copper or coaxial cable as the transmission medium where MCIm can demonstrate to AT&T WISCONSIN that use of such cable will not impair AT&T WISCONSIN's ability to service its own customers or subsequent CLECs.

9.1.2 AT&T WISCONSIN shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for AT&T WISCONSIN cable. AT&T WISCONSIN will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T WISCONSIN also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T WISCONSIN shall perform work as is necessary to make available such separate points of entry for MCIm at the same time that it makes such separate points of entry available for itself. In each instance where AT&T WISCONSIN performs such work in order to accommodate its own needs and those specified by MCIm in MCIm's written request, MCIm and AT&T WISCONSIN shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T WISCONSIN and CLECs.

9.1.3 MCIm is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T WISCONSIN, and leaving sufficient length of the cable in the manhole for AT&T WISCONSIN to fully extend MCIm-provided facilities through the cable vault to the Dedicated Space. If MCIm has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, MCIm's request for entrance fiber will expire and a new request must be submitted along with applicable fees. MCIm must notify AT&T WISCONSIN no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

9.2 Demarcation Point

9.2.1 The demarcation point is the end of the AT&T WISCONSIN provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to MCIm).

10. USE OF DEDICATED SPACE

10.1 Nature of Use – Collocatable Equipment

10.1.1 In accordance with Section 251(c)(6) of the Act, MCIm may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T WISCONSIN under 47 U.S.C. § 251(c)(2) or accessing AT&T WISCONSIN's UNEs under 47 U.S.C. § 251(c)(3) of the Act. Such uses are limited to interconnection to AT&T WISCONSIN's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to AT&T WISCONSIN's UNEs "for the provision of a telecommunications service."

10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIm from obtaining interconnection with AT&T WISCONSIN at a level equal in quality to that which AT&T WISCONSIN obtains within its own network or AT&T WISCONSIN provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIm from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

10.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as MCIm seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services MCIm seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T WISCONSIN's property.

10.1.4 MCIm may collocate the amount and type of equipment necessary to interconnect or gain access to unbundled Network Elements (including, but not limited to, DSLAMs, routers, ATM multiplexers and remote switching modules), even if such multi-functional equipment is capable of switching and routing traffic or includes enhanced services functionalities. MCIm may place ancillary equipment and facilities, including cross-connect and other simple frames and routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities, in AT&T WISCONSIN's premises on a non-discriminatory basis solely to support and be used with equipment that MCIm has collocated in the same premises. AT&T WISCONSIN may not limit MCIm's ability to use all the features, functions and capabilities of collocated equipment, including switching and routing.

10.1.5 AT&T WISCONSIN does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of MCIm's equipment and facilities.

10.1.6 When MCIm's Physical Collocation arrangement is within the Eligible Structure, MCIm may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). AT&T WISCONSIN will provide the necessary backup power to ensure against power outages.

10.1.7 Consistent with the environment of the Dedicated Space, MCIm shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by MCIm shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T WISCONSIN grounds surrounding the Eligible Structure in which the Dedicated Space is located. MCIm may place signage and markings on the inside of its dedicated space.

10.2 Equipment List

10.2.1 A list of all the equipment and facilities that MCIm will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. MCIm's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. MCIm warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. MCIm shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T WISCONSIN, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 MCIm shall furnish AT&T WISCONSIN a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When MCIm's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T WISCONSIN and written approval or denial of the equipment will be forwarded to MCIm.

10.2.3 Limitations

10.2.3.1 AT&T WISCONSIN's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by MCIm, is limited to the extent that AT&T WISCONSIN would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or for any other Party to which it provides interconnection. AT&T WISCONSIN will ensure that MCIm is provided collocation space at least equal in quality to that provided to AT&T WISCONSIN, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

10.3.1 MCIm's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. MCIm shall provide AT&T WISCONSIN with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

10.3.2 AT&T WISCONSIN will not delay MCIm employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T WISCONSIN will provide MCIm with reasonable access to restroom facilities and parking. All access is provided subject to compliance by MCIm's employees, agents and contractors with AT&T WISCONSIN's policies and practices pertaining to fire, safety and security (i.e., MCIm must comply with Section 6 of this Appendix).

10.3.3 MCIm agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, MCIm shall surrender the Dedicated Space or land for an adjacent structure to AT&T WISCONSIN, in the same condition as when first occupied by MCIm, except for ordinary wear and tear.

10.3.4 AT&T WISCONSIN will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to MCIm at the Eligible Structure. However, through agreement between AT&T WISCONSIN and MCIm, MCIm may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by MCIm's or AT&T WISCONSIN's personnel.

10.4 Threat to Personnel, Network or Facilities

10.4.1 Regarding safety, MCIm equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T WISCONSIN's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

10.5 Interference or Impairment

10.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

10.6 Personal Property and Its Removal

10.6.1 In accordance with and subject to the conditions of this Appendix, MCIm may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by MCIm in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T WISCONSIN standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by MCIm at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by MCIm at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall MCIm or any person acting through or on behalf of MCIm make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T WISCONSIN. AT&T WISCONSIN shall consider a modification, improvement, addition, repair or other alteration requested by MCIm, provided that AT&T WISCONSIN has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T WISCONSIN provided construction shall be paid by MCIm in accordance with AT&T WISCONSIN's custom work order process.

11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more CLECs within an Eligible Structure pursuant to the terms and conditions agreed to between CLECs. AT&T WISCONSIN will make Shared Collocation cages available to all CLECs. In making shared caged arrangements available AT&T WISCONSIN will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All CLECs, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, MCIm shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T WISCONSIN, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T WISCONSIN.

11.2 MCIm may request that AT&T WISCONSIN provide Shared Caged Collocation via:

(i) a new request for Physical Collocation whereby CLEC requesting such space allocates the requested space among the number of CLECs initially requesting such space ("New Shared Collocation"), or

(ii) a request by MCIm to enter into a sublease arrangement with another Resident CLEC(s) in MCIm's existing Physical Collocation ("Subleased Shared Collocation").

11.2.1 Should two (2) or more CLECs have interconnection agreements with AT&T WISCONSIN use a shared collocation cage, AT&T WISCONSIN will permit each CLEC to order UNEs to and provision service from that shared collocation space, regardless of which CLEC was the original CLEC.

11.2.2 The Primary CLEC shall submit a request and any subsequent order for New Shared Collocation. MCIm must use a contractor/vendor to perform the necessary preparation activities within MCIm's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AT&T WISCONSIN, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T WISCONSIN, and MCIm shall be solely responsible for all charges of any such contractor/vendor. MCIm must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

11.2.3 In each Shared Caged Collocation arrangement, AT&T WISCONSIN's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary CLEC". For New Shared Collocation, the Primary CLEC shall be the single CLEC that submits the request for New Shared Collocation on behalf of the other Resident CLECs (as defined below). For Subleased Shared Collocation, the Primary CLEC shall be the CLEC that originally requested and occupied such space and is the sublessor in such arrangement.

11.2.3.1 For purposes of this Section, each CLEC (including Resident CLEC(s) and the Primary CLEC) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident CLEC".

11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary CLEC that authorize each other Resident CLEC to utilize the Connecting Facility Assignments associated with the Primary CLEC and signed by each Resident CLEC that authorize the Primary CLEC to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident CLECs.

11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per CLEC). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident CLECs shall request New Shared Collocation from AT&T WISCONSIN in a single application. AT&T WISCONSIN will prorate the Preparation Charges incurred by AT&T WISCONSIN to condition the space for Collocation use among the Resident CLECs utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident CLEC based on the percentage attributable to each Resident CLEC as provided on the Collocation order by the Primary CLEC, provided that the percentage attributable to the Resident CLECs in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T WISCONSIN will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first CLEC in an AT&T WISCONSIN Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AT&T WISCONSIN shall not be required to adjust such allocation if another Resident CLEC subsequently

shares such space. Except with respect to prorated Preparation Charges, AT&T WISCONSIN shall bill only the Primary CLEC for, and the Primary CLEC shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary CLEC's responsibility to recover from each other Resident CLEC such MCIm's proportionate share of such other charges billed to the Primary CLEC for the New Shared Cage Collocation. If MCIm is a Resident CLEC but not the Primary CLEC in a New Shared Collocation arrangement, MCIm agrees that the Primary CLEC's rates, terms and conditions relating to New Shared Collocation set forth in the Primary CLEC's Section 251/252 agreement under which the Primary CLEC purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if MCIm is the Primary CLEC in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, MCIm shall require its Resident CLEC(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident CLEC(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T WISCONSIN as a third party beneficiary of such agreement. MCIm, acting in its capacity as Primary CLEC, shall notify its Resident CLEC(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident CLEC(s).

11.4 For Subleased Shared Collocation, if MCIm is the Primary CLEC, then MCIm shall be responsible for its and its Resident CLEC's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another CLEC to sublease space from MCIm, MCIm shall require such other CLEC(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such MCIm's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates AT&T WISCONSIN as a third party beneficiary of such agreement. MCIm, acting in its capacity as Primary CLEC, shall notify its Resident CLEC(s) of the obligation to comply with this Appendix relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident CLEC(s). If MCIm is the sublessee (i.e., not the Primary CLEC) in a Subleased Shared Collocation arrangement, MCIm agrees that Primary CLEC's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary CLEC's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

11.5 MCIm with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with AT&T WISCONSIN or for access to AT&T WISCONSIN's Unbundled Network Elements. AT&T WISCONSIN shall provide MCIm access to AT&T WISCONSIN's Unbundled Network Elements and permit MCIm to interconnect its network with AT&T WISCONSIN from Shared Caged Collocation, regardless if MCIm was the original CLEC. MCIm, however, shall have no right to request and AT&T WISCONSIN shall have no obligation to provide MCIm's Resident CLECs access to AT&T WISCONSIN's Unbundled Network Elements or AT&T WISCONSIN's network. Instead, a Resident CLEC's rights shall be as determined by such Resident CLEC's contractual arrangement (Section 251/252 agreement) with AT&T WISCONSIN.

11.6 As a condition of entering into Shared Caged Collocation, MCIm agrees that if it is not the Primary CLEC in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T WISCONSIN the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary CLEC in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident CLECs must immediately identify a new Primary CLEC. If only one CLEC remains in the Shared Cage Collocation, that MCIm shall become the Primary CLEC. AT&T WISCONSIN shall bill the new Primary CLEC any applicable charges to change AT&T WISCONSIN's records and databases to reflect such new Primary CLEC.

11.7 Interconnection to Others

11.7.1 Within a contiguous area within the eligible structure, AT&T WISCONSIN will permit CLECs to construct their own direct connection (cross-connect) facilities to other physical CLECs using

copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T WISCONSIN imposes on its own equipment. AT&T WISCONSIN shall not require physical-to-physical CLECs to purchase any equipment or cross-connect capabilities solely from AT&T WISCONSIN. If requested by MCIm, AT&T WISCONSIN will provide only the installation of physical structure(s) and the associated labor necessary for MCIm to pull its facilities from its equipment space to the equipment space of another CLEC. However if CLECs cannot physically pull the cable themselves (i.e. located on different floors), AT&T WISCONSIN will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T WISCONSIN (1) will not make any physical connection within MCIm's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon (except to the extent AT&T WISCONSIN causes damage to the cable or connections); and (3) will not maintain any records concerning these connections.

11.7.2 If a physical CLEC and a virtual CLEC both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T WISCONSIN will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to CLECs' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T WISCONSIN imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by CLECs. At AT&T WISCONSIN's option, the connection may be made either by AT&T WISCONSIN or by CLECs' installers, who shall be on the list of approved installation vendors.

12. STANDARDS

12.1 Minimum Standards

12.1.1 All types of network equipment placed in AT&T WISCONSIN network equipment areas of Eligible Structures by AT&T WISCONSIN or MCIm must meet AT&T WISCONSIN minimum safety standards. The minimum safety standards are as follows: (1) MCIm's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) MCIm must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T WISCONSIN) prior to January 1, 1998 with no known history of safety problems. MCIm will be expected to conform to the same accepted procedures and standards utilized by including AT&T WISCONSIN and its contractors when engineering and installing equipment.

12.1.2 In the event that AT&T WISCONSIN denied Collocation of MCIm's equipment, citing safety standards, AT&T WISCONSIN will provide within five (5) business days of MCIm's written request to AT&T WISCONSIN representative(s), a list of AT&T WISCONSIN equipment which AT&T WISCONSIN locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T WISCONSIN equipment met or exceeded the same safety standards for which MCIm's equipment was denied.

12.1.3 In the event AT&T WISCONSIN and MCIm disagree whether or not the equipment MCIm seeks to collocate is necessary for interconnection or access to UNEs or whether or not the equipment MCIm seeks to collocate meets the applicable minimum safety standards, the parties shall pursue dispute resolution as set forth in the General Terms and Conditions of the Agreement. During the dispute resolution process, MCIm may collocate the equipment if the basis of AT&T WISCONSIN's objection to the collocation of the equipment is that it is not necessary for interconnection or access to UNEs. If the basis of AT&T WISCONSIN's objection to the collocation of the equipment is that it fails to meet the applicable minimum safety standards set forth in this appendix, MCIm may collocate the equipment only after the dispute is resolved in its

favor. Nothing herein is intended to, nor does, modify the burden of proof set forth in 47 CFR 51.323(c).

12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T WISCONSIN personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards set forth in the General Terms and Conditions of the Agreement.

12.2 Compliance Certification

12.2.1 MCIm also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

13. RE-ENTRY

13.1 If MCIm shall default in performance of any material provision herein, and the default shall continue for ninety (90) calendar days after receipt of AT&T WISCONSIN's written notice (which notice shall be provided pursuant to the notice provisions set forth in the general terms and conditions of the Agreement), or if MCIm abandons its Dedicated Space, AT&T WISCONSIN may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space specified in AT&T WISCONSIN's notice, expel MCIm and anyone claiming under MCIm, remove MCIm's property, and terminate the services provided via the Dedicated Space specified in AT&T WISCONSIN's notice without prejudice to any other remedies either Party might have. If MCIm disputes AT&T WISCONSIN's notice of default pursuant to the dispute resolution provisions set forth in the general terms and conditions of the Agreement, AT&T WISCONSIN may not re-enter MCIm's Dedicated Space during the pendency of the dispute.

13.2 AT&T WISCONSIN may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for MCIm at any time after sending the notice required by the preceding Section.

14. SERVICES AND MAINTENANCE

14.1 Operating Services

14.1.1 AT&T WISCONSIN shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by MCIm for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T WISCONSIN tariffs.

14.2 Maintenance

14.2.1 AT&T WISCONSIN shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by MCIm to access the Dedicated Space.

14.3 Equipment Staging and Storage

14.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and

regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via https://clec.sbc.com/clec.)

14.4 Legal Requirements

14.4.1 Except for Section 17, AT&T WISCONSIN agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

15. AT&T WISCONSIN'S RIGHT OF ACCESS

15.1 AT&T WISCONSIN, its agents, employees, and other AT&T WISCONSIN-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T WISCONSIN hereunder, and for any other purpose deemed reasonable by AT&T WISCONSIN. AT&T WISCONSIN may access the Dedicated Space for purpose of averting any threat of harm imposed by MCIm or its equipment or facilities upon the operation of AT&T WISCONSIN equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T WISCONSIN will notify MCIm by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

16.1 Preparation charges apply for preparing the Dedicated Space for use by MCIm as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.

16.2 AT&T WISCONSIN will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by AT&T WISCONSIN for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.

16.3 MCIm will be permitted to contract its own work for the preparation activities within MCIm's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T WISCONSIN, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T WISCONSIN, and MCIm shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

17. CHARGES

17.1 Monthly Charges

17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after MCIm has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.

17.2 Non-recurring Charges

17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, MCIm shall pay AT&T WISCONSIN fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work.

17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by MCIm when the Dedicated Space is complete and prior to occupancy.

17.3 Intentionally Omitted.

17.4 Determination of Charges Not Established in Collocation Rate Summary

17.4.1 Rate Elements - In the event that AT&T WISCONSIN seeks to impose a rate element or charge to MCIm that is not specifically provided for in this Appendix or in the Pricing Schedule, AT&T WISCONSIN shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

17.4.2 In the event MCIm disputes the rate element or charge proposed by AT&T WISCONSIN that is not specifically provided for in this Appendix or in the Pricing Schedule, MCIm shall notify AT&T WISCONSIN of its dispute with the proposed charge in writing.

17.5 Custom Work Charges - Custom work may not be charged to MCIm for any work performed which will benefit or be used by AT&T WISCONSIN or other CLECs. AT&T WISCONSIN also may not impose a Custom Work Charge without MCIm's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between MCIm and AT&T WISCONSIN is not reached regarding the Custom Work Charge, AT&T WISCONSIN shall complete construction of MCIm's space pending resolution of the issue by the appropriate Commission and MCIm may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by MCIm or owed to AT&T WISCONSIN shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to MCIm that has overpaid or the amount due to AT&T WISCONSIN that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most CLECs, such work shall not be considered custom work; instead, AT&T WISCONSIN shall file the appropriate interconnection agreement amendment. However, AT&T WISCONSIN shall not delay completion of such work during the agreement approval process. AT&T WISCONSIN shall perform such work based upon provisional rates, subject to true up.

17.6 Extraordinary Charges – MCIm will be responsible for all extraordinary construction costs, incurred by AT&T WISCONSIN to prepare the Collocation space for the installation of MCIm's equipment and for extraordinary costs to maintain the Collocation space for MCIm's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting CLEC).

17.6.1 AT&T WISCONSIN will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

17.6.2 AT&T WISCONSIN will allocate the costs fairly among itself, MCIm and other CLECs, as appropriate.

17.6.3 An estimate of such costs plus contribution will be provided to MCIm prior to AT&T WISCONSIN commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.

17.6.4 AT&T WISCONSIN must advise MCIm if extraordinary costs will be incurred within twenty (20) business days of MCIm's request for space.

17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of MCIm's signed acceptance and payment.

18. RATE REGULATIONS (AT&T WISCONSIN DOES ALL WORK)

18.1 MCIm may elect to have AT&T WISCONSIN provision the collocation site or MCIm may elect to hire an AT&T WISCONSIN Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (MCIm Does Own Work).

18.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary.

18.2.1 Planning Fees

18.2.1.1 The Planning Fee, as specified in AT&T WISCONSIN's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T WISCONSIN, recovers AT&T WISCONSIN's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for MCIm's request for the Physical Collocation arrangements. The initial Planning Fee will apply to MCIm's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of MCIm provided equipment that requires AT&T WISCONSIN to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each MCIm shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T WISCONSIN shall bill the original CLEC for space. However, AT&T WISCONSIN shall bill the other CLECs in the shared cage for use of Network Elements and interconnection separately as required. CLECs located in a Caged Common Collocation area shall have direct billing arrangements with AT&T WISCONSIN for floor space and all other applicable interconnection arrangements.

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides MCIm with an individual enclosure (not including a top). This enclosure is an area designated by AT&T WISCONSIN within an Eligible Structure to be used by MCIm for the sole purpose of installing, maintaining and operating MCIm-provided equipment.

18.2.3.1.2 AT&T WISCONSIN will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, MCIm will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first CLEC in AT&T WISCONSIN's premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T WISCONSIN shall bill the original CLEC for space. CLECs located in a Caged Common Collocation area shall have direct billing arrangements with AT&T WISCONSIN for floor space and all other applicable interconnection arrangements. When MCIm constructs its own cage and related equipment, MCIm will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

18.2.3.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

18.2.3.1.4 If MCIm elects to install, or requests that AT&T WISCONSIN provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T WISCONSIN within AT&T WISCONSIN:

- Construction costs
- Operating costs

18.2.3.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T WISCONSIN to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating AT&T WISCONSIN equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

18.2.3.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to MCIm making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set
- Lights
- AC Outlet
- Cable rack and support structure inside the cage

18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by AT&T WISCONSIN within an Eligible Structure to be used by MCIm for the sole purpose of installing, maintaining and operating MCIm-provided equipment.

18.2.3.2.2 AT&T WISCONSIN will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. MCIm shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first CLEC in AT&T WISCONSIN's premises will be responsible only for it's pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each MCIm will be based upon the number of frames used by each MCIm.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T WISCONSIN within AT&T WISCONSIN:

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Aisle lighting
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by AT&T WISCONSIN to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating AT&T WISCONSIN equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system

- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

18.3 DC Power Amperage Charge

18.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by MCIm for its power arrangement. By way of example, where MCIm orders DC Power in a 20-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T shall only bill MCIm the monthly recurring charge applicable to DC Power for a total of twenty (20) amps. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware and cabling, and AC energy to convert to DC power.

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by MCIm for its power arrangement. By way of example, where MCIm orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T WISCONSIN will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T WISCONSIN shall only bill MCIm the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

18.3.3 DC Power Arrangement Provisioning

18.3.3.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.

18.3.4 DC Power Panel (Maximum 200 amp) (Optional)

18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however MCIm may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T WISCONSIN technical support. This rate element may be provided by AT&T WISCONSIN.

18.3.5 Eligible Structure Ground Cable Arrangement, Each

18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within MCIm's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in MCIm's Dedicated Space.

18.3.6 Security Cards

18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. AT&T WISCONSIN will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access For CLECs and Associated Contractors form, which is located on the telecommunications carrier online website https://clec.sbc.com/clec. In emergency or other extenuating circumstances (but not in the normal course of business), MCIm may request that the twenty-one (21) day interval be expedited, and AT&T WISCONSIN will issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

18.3.7.1 This rate element describes any reinforced passage or opening placed for MCIm-provided facility between AT&T WISCONSIN designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

18.3.8.1 The Entrance Fiber Charge reflects the time spent by AT&T WISCONSIN in pulling MCIm's cable facilities from AT&T WISCONSIN designated manhole, through AT&T WISCONSIN cable vault and through AT&T WISCONSIN cable support structure to MCIm's equipment.

18.3.9 AT&T WISCONSIN to Collocation Interconnection Arrangement Options

18.3.9.1 MCIm will select one or more of the interconnection arrangements listed below.

18.3.9.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.1.1 This sub-element is an AT&T WISCONSIN-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between MCIm's equipment bay and AT&T WISCONSIN network. This rate element may not be provided by MCIm. MCIm will not be permitted access to AT&T WISCONSIN Main Distribution Frame. If regeneration is required because the cabling distance between MCIm's termination point located in an Adjacent Structure and AT&T WISCONSIN's cross-connect bay exceeds ANSI limitations or where MCIm specifically requests regeneration, it will be at MCIm's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.2.1 This sub-element is an AT&T WISCONSIN-provided cable arrangement of one (1) DS3 connection per cable arrangement between MCIm's equipment bay and AT&T WISCONSIN network. This rate element may not be provided by MCIm. MCIm will not be permitted access to AT&T WISCONSIN Main Distribution Frame. If regeneration is required because the cabling distance between MCIm's termination point located in an Adjacent Structure and AT&T WISCONSIN's cross-connect bay exceeds ANSI limitations or where MCIm specifically requests regeneration, it will be at MCIm's expense. Regeneration is not

required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

18.3.9.1.3.1 This sub-element is an AT&T WISCONSIN-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between MCIm's equipment bay and AT&T WISCONSIN network. These rate elements may not be provided by MCIm. MCIm will not be permitted access to AT&T WISCONSIN Main Distribution Frame.

18.3.10 Optical Circuit Arrangement

18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to AT&T WISCONSIN network. This rate element may not be provided by MCIm. MCIm will not be permitted access to AT&T WISCONSIN Main Distribution Frame.

18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An AT&T WISCONSIN provided single signal from AT&T WISCONSIN timing source to provide synchronization between MCIm's single Network Element and AT&T WISCONSIN's equipment.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T WISCONSIN to MCIm's dedicated Physical Collocation space.

18.3.13 Collocation Availability Space Report Fee

18.3.13.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of CLECs, any modifications in the use of space since the generation of the last available report, and measures that AT&T WISCONSIN is undertaking to make additional space available for collocation.

18.3.14 Pre-visits

18.3.14.1 General Applications

18.3.14.1.1 Prior to submitting an application, the prospective MCIm may elect to arrange with AT&T WISCONSIN to visit an Eligible Structure for the purpose of permitting MCIm to determine if the structure meets its business needs and if space is available in the structure for the potential MCIm's Physical Collocation arrangement. If the prospective MCIm elects to pre-visit AT&T WISCONSIN's Eligible Structures, MCIm must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective MCIm will not be allowed to take photographs, make copies of AT&T WISCONSIN site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, AT&T WISCONSIN will provide an employee of AT&T WISCONSIN to conduct the pre-visit, unless a different number of AT&T WISCONSIN employees are mutually agreed upon. MCIm will be billed for the time of the assigned AT&T WISCONSIN employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, MCIm will be charged for the time

AT&T WISCONSIN employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 MCIm will be charged for the time AT&T WISCONSIN employees spend during the construction inspection with MCIm, based on fifteen (15)-minute increments. If any travel expenses are incurred, MCIm will be charged for the time AT&T WISCONSIN employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If MCIm elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T WISCONSIN Eligible Structure, AT&T WISCONSIN will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for MCIm's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should MCIm elect to have AT&T WISCONSIN provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when MCIm is requesting any Interconnection Terminations between MCIm's Adjacent On-site structure and AT&T WISCONSIN on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to MCIm's Adjacent On-site structure.

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If MCIm elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2. of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside AT&T WISCONSIN Eligible Structure and MCIm's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T WISCONSIN will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if MCIm's site is located on a property that is contiguous to or within one standard city block of AT&T WISCONSIN's Central Office or Eligible Structure. When MCIm elects to collocate by Adjacent Off-site Arrangement, MCIm shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when MCIm is requesting any Interconnection Terminations between MCIm's Adjacent Off-site structure and AT&T WISCONSIN on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection

Terminations to MCIm's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for MCIm provided facility in, on, under/over or through the ground between AT&T WISCONSIN designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

18.3.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

18.3.19.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

18.3.20 Miscellaneous Charges (Optional)

18.3.20.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

18.3.21 Collocation to Collocation Connection

18.3.21.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for AT&T WISCONSIN to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for AT&T WISCONSIN to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for AT&T WISCONSIN to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

MCIm may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and MCIm infrastructure installed within its Physical Collocation space. MCIm is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. MCIm must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If MCIm is unable to complete the following activities within the designated time frame, MCIm may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

(A) Remove MCIm's equipment bays (relay racks) from the Physical Collocation space, using an AT&T WISCONSIN Approved Tier 1 or Tier 2 Installation/Removal Vendor.
(B) Remove MCIm's equipment from the Physical Collocation space, using an AT&T WISCONSIN Approved Tier 1 or Tier 2 Installation/Removal Vendor;
(C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the AT&T WISCONSIN rack level. MCIm must use an AT&T WISCONSIN Approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
(D) Remove MCIm's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T WISCONSIN Approved Tier 1 or Tier 2 Installation/Removal Vendor;
(E) Remove MCIm's miscellaneous items from within the Physical Collocation space, using an AT&T WISCONSIN Approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, MCIm will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will MCIm be responsible for cable mining (removal). Instead AT&T WISCONSIN will perform those tasks. MCIm will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If MCIm fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, AT&T WISCONSIN may complete those items and charge MCIm for any and all claims, expenses, fees or other costs associated with any such completion by AT&T WISCONSIN, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at MCIm's risk and expense, and MCIm will hold AT&T WISCONSIN harmless from the failure to return any equipment, property or other items.

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, MCIm's AT&T WISCONSIN Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after AT&T WISCONSIN confirms that such removal can be accomplished without

damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

19.3 Space Reassignment. Intentionally Omitted.

19.4 Power Reduction

19.4.1 MCIm may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If MCIm desires to disconnect a power arrangement (A&B feed), MCIm will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If MCIm desires to reduce the amperage on a power cable feed, MCIm will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T WISCONSIN power source. In either case, MCIm must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. MCIm shall submit an augment application in order to process this request.

19.4.2 If MCIm desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an AT&T WISCONSIN BDFB or an AT&T WISCONSIN Power Plant. When MCIm is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When MCIm has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to MCIm.

19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T WISCONSIN BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) MCIm must hire an AT&T WISCONSIN Approved Tier 1 Vendor to coordinate fuse changes at the AT&T WISCONSIN BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T WISCONSIN Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), AT&T WISCONSIN shall coordinate the fuse changes at the AT&T WISCONSIN Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either AT&T WISCONSIN's BDFB or Power Plant, the AT&T WISCONSIN Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, MCIm must perform the following activity:

(A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T WISCONSIN rack level. MCIm must use an AT&T WISCONSIN Approved Tier 1 Installation/ Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.4.5 When MCIm has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), MCIm has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If MCIm chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If MCIm has multiple power arrangements (A&B feed) where they can request both a

fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), MCIm must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.

19.5 Interconnection Termination Reduction

19.5.1 MCIm may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. MCIm shall submit an augment application in order to process this request. MCIm must maintain at least one minimum interconnection arrangement increment authorized in Sections 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.

19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. AT&T WISCONSIN will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, MCIm must perform the following activity:

(A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T WISCONSIN rack level. MCIm must use an AT&T WISCONSIN approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

(A) Application Fee – The charge assessed by AT&T WISCONSIN to process MCIm's application for Physical Collocation Arrangements.

(B) Project Management Fee – Complete Space Discontinuance – Reflects AT&T WISCONSIN's labor costs to project manage the complete discontinuance of MCIm's space. The labor costs include the AT&T WISCONSIN engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.

(C) Remove Fiber Jumpers – Remove four fiber jumpers from the fiber protection system raceway.

(D) Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(E) Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(F) Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(G) Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(H) Remove Timing Cable – Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(I) Remove Power Cable – Distribution from the AT&T WISCONSIN BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

(J) Remove Power Cable – Distribution from the AT&T WISCONSIN Power Board (100 amp A feed and 100 amp B feed & above) – Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(K) Remove Cage Grounding Material – Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(L) Remove Fiber Entrance Cable – Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.

(M) Restore Floor Tile – Standard Bay – Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

(N) Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

Note 1 for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

19.7 Rate Element Descriptions for Space Reassignment. Intentionally omitted.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

(A) Application Fee – The charge assessed by AT&T WISCONSIN to process MCIm's application for Physical Collocation Arrangements.

(B) Project Management Fee – Power Reduction (cable removal) - Reflects AT&T WISCONSIN's labor costs to manage the removal of the individual CLEC's power cable facilities used for or associated with serving the Physical Collocation Arrangement.

(C) Remove Power Cable – Distribution from AT&T WISCONSIN BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

(D) Remove Power Cable – Distribution from AT&T WISCONSIN Power Board (100 amp A feed and 100 amp B feed and above) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

19.9 Rate Element Descriptions for Power Reduction (re-fusing only)

(A) Application Fee – The charge assessed by AT&T WISCONSIN to process MCIm's application for Physical Collocation Arrangements.

(B) Project Management Fee – Power Re-Fusing Only at AT&T WISCONSIN BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T WISCONSIN's labor costs to project manage the change of the power re-fusing change on MCIm's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T WISCONSIN BDFB. This fee is applicable when MCIm is coordinating the fuse reduction at AT&T WISCONSIN BDFB.

(C) Project Management Fee – Power Re-Fusing Only at AT&T WISCONSIN Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects AT&T WISCONSIN's labor costs to project manage the change of the individual CLEC's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T WISCONSIN Power Board. This fee is applicable when AT&T WISCONSIN is coordinating the fuse reduction at AT&T WISCONSIN Power Board.

(D) Power Fuse Reductions on AT&T WISCONSIN BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – The charge for AT&T WISCONSIN to tag cables and update Central Office power records associated with the fuse change on the AT&T WISCONSIN BDFB per one to four (1-4) fuses. This fee applies when MCIm performs the fuse change at the BDFB.

(E) Power Fuse Reductions on AT&T WISCONSIN Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T WISCONSIN to change the fuse at AT&T WISCONSIN power board, tag cables and update Central Office power records associated with fuse change on AT&T WISCONSIN Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

(A) Application Fee – The charge assessed by AT&T WISCONSIN to process MCIm's application for Physical Collocation Arrangements.

(B) Project Management Fee – Interconnection Termination Reduction – The charge reflects AT&T WISCONSIN's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.

(C) Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the AT&T WISCONSIN Main Distribution Frame to the Physical Collocation Arrangement.

(D) Remove DS1 Cable – Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(E) Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(F) Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(G) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. RATES AND CHARGES – AT&T WISCONSIN PRICING SCHEDULE (SEE THE COLLOCATION RATE SUMMARY)

21. CDOW (MCIM DOES OWN WORK) - MCIM RESPONSIBILITIES

21.1 MCIm may elect to provision the collocation site or MCIm may elect to hire AT&T WISCONSIN to provision the collocation site per previous Sections.

21.2 When MCIm selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T WISCONSIN Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.

21.3 MCIm has the option to provide, install and terminate its interconnection cabling between MCIm's Dedicated Space and AT&T WISCONSIN Main Distribution Frame or its equivalent by AT&T WISCONSIN Approved Tier 1 Vendor. This option is only available if MCIm does all three (3) activities associated with interconnection cabling: provide, install and terminate. MCIm may not elect to do some but not all the activities. MCIm must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If MCIm selects this option, MCIm must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If MCIm selects this option, AT&T WISCONSIN will install and stencil termination blocks or panels at AT&T WISCONSIN Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to MCIm. Intervals and provisioning for this option are found Section 8.2. MCIm's AT&T WISCONSIN Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T WISCONSIN and follow AT&T WISCONSIN's Technical Publication TP 76300 for installation of equipment and facilities;

21.4 MCIm has the option to provide, install, and terminate its power cable leads between MCIm's Dedicated Space and AT&T WISCONSIN's Battery Distribution Fuse Bay (BDFB) by using an AT&T WISCONSIN Approved Tier 1 Installation Vendor. When AT&T WISCONSIN designated power termination point is at the Power Plant Primary Distribution, MCIm's AT&T WISCONSIN Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. MCIm must contact AT&T WISCONSIN

Project Manager five (5) business days prior to scheduling a request for the termination of MCIm's power cable leads to AT&T WISCONSIN Power Plant Primary Distribution, which will be performed by AT&T WISCONSIN. This option is only available if MCIm does all three (3) activities associated with the power cable lead unless described otherwise within this Section. MCIm may not elect to do some but not all the activities unless otherwise permitted in this Section. If MCIm selects this option, MCIm must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. MCIm's AT&T WISCONSIN Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T WISCONSIN and follow AT&T WISCONSIN's Technical Publication TP 76300 for installation of equipment and facilities.

21.5 Interval (MCIm Installs Interconnection and Power Cabling)

21.5.1 The intervals set forth in this Section apply only when MCIm installs interconnection and power cabling. AT&T WISCONSIN will notify MCIm as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of MCIm's accurate and complete Physical Collocation Application. If AT&T WISCONSIN determines that MCIm's Physical Collocation Application is unacceptable, AT&T WISCONSIN shall advise MCIm of any deficiencies within this ten (10) calendar day period. AT&T WISCONSIN shall provide MCIm with sufficient detail so that MCIm has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, MCIm must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.

21.5.2 The delivery interval relates to the period in which AT&T WISCONSIN shall construct and turnover to MCIm's the requested Physical Collocation Space. The delivery interval begins on the date AT&T WISCONSIN receives an accurate and complete Physical Collocation Application from MCIm. MCIm must provide AT&T WISCONSIN, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as AT&T WISCONSIN has received such response and payment. If MCIm has not provided AT&T WISCONSIN such response and payment by the twelfth (12) calendar day after the date AT&T WISCONSIN notified MCIm its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T WISCONSIN's receipt of the confirmatory response in writing from MCIm with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T WISCONSIN taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by MCIm, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to MCIm by AT&T WISCONSIN with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T WISCONSIN from MCIm will be processed in the order received unless MCIm provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One MCIm per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 – 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

21.5.3.2 Should MCIm submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if MCIm submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T WISCONSIN will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.5.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty-five (85) calendar days.

21.5.4 The second fifty percent (50%) payment must be received by AT&T WISCONSIN prior to the space being turned over to MCIm. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to MCIm by AT&T WISCONSIN.

21.5.5 For the following Augments, MCIm must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper shielded cable pair connections
- 12 fiber pair connections

21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by AT&T WISCONSIN from MCIm within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T WISCONSIN.

21.5.5.2 The delivery interval for the above Augments is determined by AT&T WISCONSIN taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by MCIm, the type of infrastructure available for collocation, and the need for

additional preparation of the infrastructure such as overhead iron/racking and additional power.

21.5.5.3 The delivery interval assigned will be provided to MCIm by AT&T WISCONSIN with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T WISCONSIN from MCIm will be processed in the order received unless MCIm provides a priority list, whichever is applicable.

Table 2

Number of All Applications submitted by One MCIm per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11- 20	35 calendar days	65 calendar days

21.5.5.4 Should MCIm submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All applications received by AT&T WISCONSIN from MCIm within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if MCIm submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

21.5.6 For all Augments other than provided above, AT&T WISCONSIN will work cooperatively with MCIm to negotiate a mutually agreeable delivery interval.

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T WISCONSIN's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.6 Rates Elements for AT&T WISCONSIN Central Offices

21.6.1 Caged Collocation

21.6.1.1 When MCIm constructs its own cage and related equipment, MCIm will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.

21.6.2DC Power Arrangement Provisioning

21.6.2.1When MCIm selects the option to provide and install its power cable by an AT&T WISCONSIN Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. MCIm will not be permitted access to AT&T WISCONSIN Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T WISCONSIN Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers AT&T WISCONSIN Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3Entrance Fiber Optic Cable Arrangement

21.6.3.1 MCIm is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T WISCONSIN, and leaving sufficient length of the cable in the manhole for AT&T WISCONSIN to fully extend MCIm-provided facilities through the cable vault to the Dedicated Space.

21.6.4DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When MCIm selects the option to provide and install its interconnection cabling by an AT&T WISCONSIN Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. MCIm will not be permitted access to the Main Distribution Frame, but AT&T WISCONSIN Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When MCIm selects the option to provide and install the interconnection cabling by AT&T WISCONSIN Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. MCIm will not be permitted access to the Main Distribution Frame, but AT&T WISCONSIN Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When MCIm selects the option to provide and install the interconnection cabling by AT&T WISCONSIN Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. MCIm will not be permitted access to the Main Distribution Frame, but AT&T WISCONSIN Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When MCIm selects the option to provide and install the interconnection cabling by AT&T WISCONSIN Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. MCIm will not be permitted access to the Main Distribution Frame, but AT&T WISCONSIN Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When MCIm selects the option to provide and install the interconnection cabling by AT&T WISCONSIN Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. MCIm will not be permitted

access to the Main Distribution Frame, but AT&T WISCONSIN Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When MCIm selects the option to provide and install the interconnection cabling by AT&T WISCONSIN Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. MCIm will not be permitted access to the Main Distribution Frame, but AT&T WISCONSIN Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

21.6.10.1 This rate element includes physical to physical, and physical to virtual connection options.

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When MCIm selects the option to provide and install the interconnection cabling by AT&T WISCONSIN Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When MCIm selects the option to provide and install the interconnection cabling by AT&T WISCONSIN Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When MCIm selects the option to provide and install the interconnection cabling by AT&T WISCONSIN Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

21.6.10.1.5 Route Design

21.6.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary.

APPENDIX
VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

1.1 This Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to AT&T WISCONSIN's Unbundled Network Elements (" UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the MCIm.

1.2 Any Virtual Collocation arrangement that was provided under state tariff or prior interconnection agreement ("251(c)(6) Virtual Collocation") that remains in place on the Effective Date shall be converted to this Appendix, as of the Effective Date("Billing Conversions"). The Billing Conversions shall only involve changes in the applicable pricing, and AT&T WISCONSIN will not impose any charge(s) on MCIm to perform such Billing Conversion(s).

1.2.1 Prospective Effect

1.2.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.2 shall be effective on a prospective basis only. The rates implemented via this Agreement shall apply to all existing 251(c)(6) Virtual Collocation Arrangements without the need for a specific request by MCIm that such new rates be implemented for each such collocation arrangement. Adoption of a new rate structure shall not by itself require MCIm to incur any new non-recurring collocation area modification or application charges.

1.2.1.2 In the event that an order for 251(c)(6) Virtual Collocation submitted by MCIm is pending as of the Effective Date, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the agreement (e.g., state tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

1.2.1.3 Because the Collocation Rates will apply on a prospective basis only, neither Party will have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period prior to the effective date.

1.3 Upon request from MCIm, AT&T WISCONSIN will provide one of the following maintenance alternates for its Virtual Collocation offering:

1.3.1 In all of AT&T WISCONSIN's premises, AT&T WISCONSIN will offer Virtual Collocation wherein AT&T WISCONSIN maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.

1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, MCIm may opt for Virtual Collocation wherein MCIm maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. AT&T WISCONSIN may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by MCIm. In the event the FCC determines that AT&T WISCONSIN may not require a security escort paid for by MCIm, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17is null and void and all Virtual Collocation will be maintained as described in Section 1 above.

1.4 Virtual Collocation in the Central Office is available for interconnection with AT&T WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access as well as AT&T WISCONSIN provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with AT&T WISCONSIN provided UNEs.

1.5 Rates for the individual Lawful UNEs to which MCIm wants to gain access using Virtual Collocation can be found in MCIm's Agreement with AT&T WISCONSIN.

1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T WISCONSIN within AT&T WISCONSIN's Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T WISCONSIN within AT&T WISCONSIN's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for AT&T WISCONSIN CEVs, huts and cabinets).

1.7 Virtual Collocation provides for Interconnection to AT&T WISCONSIN for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T WISCONSINprovided Lawful UNEs when the Equipment is Provided by MCIm.

1.8 Virtual Collocation provides for interconnection between AT&T WISCONSIN and the facilities of a virtual CLEC and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in AT&T WISCONSIN Central Offices and for interconnection with AT&T WISCONSIN provided Lawful UNEs in AT&T WISCONSIN Central Offices and CEVs, huts and cabinets.

1.9 Virtual Collocation is available at AT&T WISCONSIN wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T WISCONSIN CEVs, huts and cabinets. Upon request, AT&T WISCONSIN will provide a listing of locations of AT&T WISCONSIN's CEVs, huts or Cabinets.

1.10 The rate elements provided in this Appendix are required when MCIm uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between MCIm and AT&T WISCONSIN. Cross connects associated with Lawful UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:

1.10.1 MCIm shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in AT&T WISCONSIN's Technical Publication https://clec.sbc.com/clec/.

1.10.2 In accordance with Section 251(c)(6) of the Act, MCIm may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to AT&T WISCONSIN under 47 U.S.C. § 251(c)(2) or accessing AT&T WISCONSIN's UNEs under 47 U.S.C. § 251(c)(3) of the Act. Such uses are limited to interconnection to AT&T WISCONSIN's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to AT&T WISCONSIN's UNEs "for the provision of a telecommunications service."

1.10.3 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIm from obtaining interconnection with AT&T WISCONSIN at a level equal in quality to that which AT&T WISCONSIN obtains within its own network or AT&T WISCONSIN provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIm from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

1.10.4 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as MCIm seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services MCIm seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T INDIANA's property.

1.10.5 MCIm may collocate the amount and type of equipment necessary to interconnect or gain access to unbundled Network Elements (including, but not limited to, DSLAMs, routers, ATM multiplexers and remote switching modules), even if such multi-functional equipment is capable of switching and routing traffic or includes enhanced services functionalities. MCIm may place ancillary equipment and facilities, including cross-connect and other simple frames and routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities, in AT&T INDIANA's premises on a non-discriminatory basis solely to support and be used with equipment that MCIm has collocated in the same premises. AT&T INDIANA may not limit MCIm's ability to use all the features, functions and capabilities of collocated equipment, including switching and routing.

1.10.6 Intentionally Omitted.

1.10.7 Intentionally Omitted.

1.10.8 Intentionally Omitted.

1.10.9 All types of network equipment placed in AT&T WISCONSIN network equipment areas of Eligible Structures by AT&T WISCONSIN or MCIm must meet AT&T WISCONSIN minimum safety standards. The minimum safety standards are as follows: (1) MCIm's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) MCIm must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T WISCONSIN) prior to January 1, 1998 with no known history of safety problems. MCIm will be expected to conform to the same accepted procedures and standards utilized by including AT&T WISCONSIN and its contractors when engineering and installing equipment.

1.10.10 In the event that AT&T WISCONSIN denied Collocation of MCIm's equipment, citing Safety Standards, AT&T WISCONSIN will provide within five (5) business days of MCIm's written request to AT&T WISCONSIN representative(s), a list of AT&T WISCONSIN equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T WISCONSIN equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.

1.10.11 In the event AT&T WISCONSIN and MCIm disagree whether or not the equipment MCIm seeks to collocate is necessary for interconnection or access to UNEs or whether or not the equipment MCIm seeks to collocate meets the applicable minimum safety standards, the parties shall pursue dispute resolution as set forth in the General Terms and Conditions of the Agreement. During the dispute resolution process, MCIm may collocate the equipment if the basis of AT&T WISCONSIN's objection to the collocation of the equipment is that it is not necessary for interconnection or access to UNEs. If the basis of AT&T WISCONSIN's objection to the collocation of the equipment is that it fails to meet the applicable minimum safety standards set forth in this appendix, MCIm may collocate the equipment only after the dispute is resolved in its

favor. Nothing herein is intended to, nor does, modify the burden of proof set forth in 47 CFR 51.323(c).

1.10.12 Regarding safety, MCIm equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T WISCONSIN's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.

1.11 MCIm may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment MCIm purchases and MCIm may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of MCIm who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If AT&T WISCONSIN chooses to have its personnel present when the CLEC equipment is installed, then AT&T WISCONSIN's presence will be at its own expense. However, if AT&T WISCONSIN demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by AT&T WISCONSIN.

1.12 Federal Telecommunications Act of 1996 (the "Act")

1.12.1 AT&T WISCONSIN provides Virtual Collocation for interconnection to AT&T WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to AT&T WISCONSIN's Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).

1.12.2 The use of Virtual Collocation for (1) interconnection to AT&T WISCONSIN or (2) access to AT&T WISCONSIN's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at AT&T WISCONSIN wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T WISCONSIN CEVs, huts and cabinets.

2. DEFINITIONS

2.1 Act - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2 Active Collocation Space - Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.

2.3 Adjacent Off-site Arrangement - Where Physical Collocation space within AT&T WISCONSIN Eligible Structure is Legitimately Exhausted, and MCIm's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, MCIm has the option and AT&T WISCONSIN shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if MCIm's site is located on a property that is contiguous to or within one standard city block of AT&T WISCONSIN's Central Office or Eligible Structure.

2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When MCIm elects to utilize an Adjacent Off-site Arrangement, MCIm shall provide both the AC and DC power required to operate such facility. MCIm may provide its own facilities to AT&T WISCONSIN's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. MCIm may subscribe to facilities available in the UNE rate schedule of MCIm's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if MCIm's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of AT&T WISCONSIN's Central Office or Eligible Structure.

2.3.2 At the time MCIm requests this arrangement, MCIm must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T WISCONSIN shall provide a response to MCIm within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T WISCONSIN's facilities. AT&T WISCONSIN shall make best efforts to meet the time intervals requested by MCIm and, if it cannot meet MCIm's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

2.3.3 In the event that interior space in an Eligible Structure becomes available, AT&T WISCONSIN will provide the option to MCIm to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event MCIm chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

2.4 Adjacent Structure - An MCIm-provided structure placed on AT&T WISCONSIN property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. AT&T WISCONSIN and telecommunications carrier will mutually agree on the location of the designated space on AT&T WISCONSIN premises where the adjacent structure will be placed. AT&T WISCONSIN will not unreasonably withhold agreement as to the site desired by MCIm.

2.5 Augment - A request from MCIm to add equipment and/or cable to an existing Physical Collocation arrangement.

2.6 Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of MCIm, (e.g., painting a cage). Custom work may not be charged to MCIm for any work performed which will benefit or be used by AT&T WISCONSIN or other CLECs. AT&T WISCONSIN also may not impose a Custom Work Charge without MCIm's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between MCIm and AT&T WISCONSIN is not reached regarding the Custom Work Charge, AT&T WISCONSIN shall complete construction of MCIm's space pending resolution of the issue by the Commission and MCIm may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by MCIm or owed to AT&T WISCONSIN shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to MCIm in the amount it has overpaid or the amount due to AT&T WISCONSIN that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, AT&T WISCONSIN shall file the appropriate interconnection agreement amendment. However, AT&T WISCONSIN shall not delay completion of such work during the agreement approval process. AT&T WISCONSIN shall perform such work based upon provisional rates, subject to true up.

2.7 Day - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.

2.8 Dedicated Space - Denotes the space dedicated for MCIm's Physical Collocation arrangement located in AT&T WISCONSIN Eligible Structure.

2.9 Eligible Structure - Eligible Structure refers to AT&T WISCONSIN's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T WISCONSIN that house its network facilities, and all structures that house AT&T WISCONSIN's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.10 Infrastructure Systems - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

2.11 Legitimately Exhausted - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before AT&T WISCONSIN may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T WISCONSIN must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T WISCONSIN's response to MCIm's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in the General Terms & Conditions. In making this determination, AT&T WISCONSIN may reserve space for transport equipment for current year plus two years. Additionally, AT&T WISCONSIN may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T WISCONSIN or for future use by AT&T WISCONSIN or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T WISCONSIN may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS)) up to anticipated MCIm growth over a 10-year life expectancy of the ultimate footprint of the equipment.

2.12 Other (Inactive) Collocation Space - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.

2.13 Preparation Charges - Denotes those charges associated with the initial preparation of MCIm's Dedicated Space.

2.14 Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.

2.15 Telecommunications Infrastructure Space - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of AT&T WISCONSIN's network.

3. PROVISIONING

3.1 Virtual Collocation for Interconnection to AT&T WISCONSIN or access to AT&T WISCONSIN provided Lawful UNEs is ordered as set forth in AT&T WISCONSIN's Interconnector's Collocation Services Handbook at https://clec.sbc.com/clec/ for Virtual Collocation in 13-STATES. AT&T WISCONSIN will

designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of MCIm.

3.2 AT&T WISCONSIN will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. MCIM RESPONSIBILITIES

4.1 MCIm will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T WISCONSIN's Lawful UNEs. MCIm will, at its expense, provide the following:

4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),

4.1.2 All unique tools and test equipment,

4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,

4.1.4 Any technical publications and updates associated with all MCIm-owned and provided equipment,

4.1.5 All training as described in Section 12.4.16.

4.2 MCIm will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by MCIm for placement in/on AT&T WISCONSIN property. Suitable replacements are to be immediately provided to AT&T WISCONSIN to restore equipment.

4.3 MCIm will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T WISCONSIN Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

5.1 AT&T WISCONSIN will work cooperatively with MCIm to develop implementation plans including timelines associated with:

5.1.1 Placement of MCIm's fiber into the Central Office vault,

5.1.2 Location and completion of all splicing,

5.1.3 Completion of installation of equipment and facilities,

5.1.4 Removal of above facilities and equipment,

5.1.5 To the extent known, MCIm can provide forecasted information to AT&T WISCONSIN on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, MCIm is encouraged to provide AT&T WISCONSIN with a listing of the equipment types that they plan to virtually collocate in AT&T WISCONSIN's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that AT&T WISCONSIN personnel are properly trained on MCIm equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

6.1.1 Upon receipt of MCIm's application and initial Planning Fee payment, AT&T WISCONSIN will begin development of the quotation. AT&T WISCONSIN will notify MCIm as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of

interconnection facilities or space within ten (10) calendar days of submission of the completed application.

6.1.2 In responding to an application request, AT&T WISCONSIN shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. MCIm has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.

6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

Number of Applications By MCIm	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

6.1.4 Should MCIm submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

6.1.5 MCIm may obtain a shorter quote interval by scheduling a meeting with AT&T WISCONSIN at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the MCIm applications.

6.1.6 Once AT&T WISCONSIN has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential MCIm in writing with a cover letter. MCIm has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.

6.1.7 If MCIm fails to respond within the forty-five (45) calendar day interval, should MCIm decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, AT&T WISCONSIN will allow MCIm's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.

6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where MCIm is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where MCIm is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.

6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

Type	Description	Interval	Exception
Virtual	Active Collocation space	90 calendar days	With AT&T WISCONSIN installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bays/racks/frames

6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), AT&T WISCONSIN shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.

6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, AT&T WISCONSIN will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of MCIm's acceptance of the quotation where power is available and MCIm is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. AT&T WISCONSIN will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of MCIm's acceptance of the quotation where AT&T WISCONSIN will be installing all or some of the bays. AT&T WISCONSIN considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of MCIm's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.

6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.

6.3 Installation of Virtual Collocation Equipment

6.3.1 AT&T WISCONSIN does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of MCIm's equipment, arrangement, or facilities.

6.3.2 AT&T WISCONSIN will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by MCIm and engineered and installed by a mutually agreed upon vendor for MCIm. MCIm will have the authority to select installation vendors. All installations of equipment will be in accordance with MCIm-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

6.3.4 MCIm and AT&T WISCONSIN must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T WISCONSIN will cooperatively test the collocated equipment and facilities with MCIm.

6.3.5 AT&T WISCONSIN will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by MCIm must be in writing via a new application form.

6.4.1.1 Major Revisions include:

- adding telecommunications equipment that requires additional electrical power
- adding additional MCIm bays or equipment that impact the existing/proposed floor-space area provided to MCIm in their quote package.

6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.

6.4.1.2 Minor Revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

6.4.1.2.2 This list is not all-inclusive. Any revisions to MCIm's application not specified above must be reviewed by AT&T WISCONSIN to determine whether the revision is major or minor.

6.5 Augments

6.5.1 In order to request an augment, MCIm must submit a Virtual Collocation Application Form to AT&T WISCONSIN Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

6.5.2 AT&T WISCONSIN will work cooperatively with MCIm to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

7.1 MCIm will arrange to deliver to AT&T WISCONSIN Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of MCIm's equipment.

7.2 For the disconnection of circuits, MCIm will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of MCIm's circuit.

7.3 AT&T WISCONSIN does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of MCIm's circuits.

8. REPAIR OF EQUIPMENT

8.1 Except in emergency situations, MCIm-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of MCIm. In an emergency, AT&T WISCONSIN may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply

to AT&T WISCONSIN Central Offices and AT&T WISCONSIN CEVs, huts and cabinets and are applicable for all repairs performed by AT&T WISCONSIN on MCIm's facilities and equipment.

8.2 When initiating repair requests on MCIm owned equipment, MCIm must provide AT&T WISCONSIN with the location and identification of the equipment and a detailed description of the trouble.

8.3 Upon notification by MCIm and availability of spare parts as provided by MCIm, AT&T WISCONSIN will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

9.1 MCIm will request any and all maintenance by AT&T WISCONSIN on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, MCIm must provide AT&T WISCONSIN with the location and identification of the equipment and a detailed description of the maintenance requested.

9.2 Upon notification by MCIm and availability of spare parts as provided by MCIm, AT&T WISCONSIN will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

10.1 MCIm has the ability to purchase its own remote monitoring and alarming equipment.

10.2 Since the maintenance of MCIm's equipment is at the direction and control of MCIm, AT&T WISCONSIN will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of MCIm.

11. TERMINATION OF VIRTUAL COLLOCATION

11.1 Upon termination of the Virtual Collocation arrangement, MCIm will work cooperatively with AT&T WISCONSIN to remove MCIm's equipment and facilities from AT&T WISCONSIN's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. AT&T WISCONSIN is not responsible for and will not guarantee the condition of such equipment. MCIm is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of MCIm virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. AT&T WISCONSIN shall be responsible for exercising reasonable caution when removing virtually collocated equipment. Any equipment not removed in this time frame may be removed by AT&T WISCONSIN and stored in a non-Company location, at the expense of MCIm. Upon termination of the Virtual Collocation, MCIm must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of CLEC Virtual Collocation equipment, AT&T WISCONSIN may arrange for the removal, and MCIm will be responsible for any charges incurred to remove the cable. AT&T WISCONSIN and MCIm will cooperatively manage the removal process. MCIm is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T WISCONSIN instructs MCIm that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. RATE ELEMENTS (AT&T WISCONSIN DOES ALL WORK)

12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to AT&T WISCONSIN under section 251(c)(2) and for

access to AT&T WISCONSIN provided Lawful UNEs under 251(c)(3), when MCIm provides the equipment.

12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.

12.3 Rates and charges specific to Virtual Collocation for interconnection with AT&T WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to AT&T WISCONSIN provided Lawful UNEs under 251(c)(3) in AT&T WISCONSIN's Central Offices are set forth on Atttachment 2 (Rates and Charges for AT&T WISCONSIN Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T WISCONSIN provided Lawful UNEs in AT&T WISCONSIN CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for AT&T WISCONSIN CEVs, huts and cabinets).

12.4 Rate Elements for AT&T WISCONSIN Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with AT&T WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to AT&T WISCONSIN's provided Lawful UNEs to be used in conjunction with Virtual Collocation in AT&T WISCONSIN's Central Offices.

12.4.1 Planning Fee

12.4.1.1 The Planning Fee recovers AT&T WISCONSIN costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for MCIm's request for a Virtual Collocation arrangement. The Planning Fee also provides for AT&T WISCONSIN personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place MCIm-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to MCIm's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in AT&T WISCONSIN's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by AT&T WISCONSIN expressed as a monthly rate. AT&T WISCONSIN's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by AT&T WISCONSIN and MCIm or among CLECs, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by MCIm, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems

materials for an individual relay rack and associated floor space are shared with MCIm or among MCIm, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for AT&T WISCONSIN to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits AT&T WISCONSIN to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits AT&T WISCONSIN to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for AT&T WISCONSIN pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at MCIm's equipment bay are provided by MCIm. In the event that MCIm requires a power arrangement that exceeds 50 AMPS from a single source, AT&T WISCONSIN will cooperatively work with MCIm using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two

power feeds ordered by MCIm for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and AT&T will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs),but AT&T shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPs. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between AT&T WISCONSIN's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T WISCONSIN's Digital Cross Connect System (DCS) functionality purchased from MCIm's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T WISCONSIN's Digital System Cross-Connect Frame (DSX) functionality purchased from MCIm's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T WISCONSIN's Digital Cross Connect System (DCS) functionality purchased from MCIm's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T WISCONSIN's Digital System Cross-Connect Frame functionality purchased from MCIm's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between AT&T WISCONSIN's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 AT&T WISCONSIN provided single signal from AT&T WISCONSIN's timing source to provide synchronization between MCIm's single network element and AT&T WISCONSIN's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by MCIm are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 AT&T WISCONSIN is responsible for determining when training is necessary and how many of AT&T WISCONSIN's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of MCIm's designated equipment not currently used in a wire center selected by MCIm for Virtual Collocation. AT&T WISCONSIN will be limited to request training for four (4) of AT&T WISCONSIN's personnel per location, unless a different number is mutually agreed upon by AT&T WISCONSIN and MCIm.

12.4.16.2 MCIm may have AT&T WISCONSIN arrange for the required training of AT&T WISCONSIN's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

12.4.16.3 If AT&T WISCONSIN chooses not to coordinate the required training, MCIm will assume the responsibility for providing the training. It is then the responsibility of MCIm to:

12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for AT&T WISCONSIN employee training.

12.4.16.3.3 arrange and pay all costs associated with AT&T WISCONSIN employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for AT&T WISCONSIN employee training.

12.4.16.4 AT&T WISCONSIN will work cooperatively with MCIm to schedule AT&T WISCONSIN's personnel training time required for the installation, maintenance and repair of MCIm's designated equipment. MCIm will be assessed two hours of the technician additional labor charge for AT&T WISCONSIN's personnel time required to coordinate training activities with MCIm. MCIm will be responsible for reimbursement

of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to MCIm.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

12.4.17.1.1 This rate element is a labor rate charged by AT&T WISCONSIN to MCIm for ongoing maintenance of MCIm's equipment. Any maintenance requirements will be initiated by MCIm. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by AT&T WISCONSIN to MCIm for repair of MCIm's equipment. All repair will be at the direction of MCIm.

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

12.4.18.1 Fiber Cable (12 Fiber Pair)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a

monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by AT&T WISCONSIN to MCIm for evaluating MCIm's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by AT&T WISCONSIN to MCIm for cooperative assisting MCIm's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for AT&T WISCONSIN's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to AT&T WISCONSIN's provided Lawful UNEs in AT&T WISCONSIN's CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling MCIm-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for MCIm provided facility in, on, under/over or through the ground between AT&T WISCONSIN CEV, hut, or Cabinet and MCIm structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by MCIm as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for AT&T WISCONSIN personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any MCIm-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

13.1 Virtual Collocation wherein MCIm maintains and repairs the virtually collocated equipment.

13.2 For purposes of virtually collocating equipment, AT&T WISCONSIN shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of MCIm's equipment and cabling without disclosing identity of equipment and cabling belonging to AT&T WISCONSIN and other collocators.

13.3 After MCIm has been provided with written notification by AT&T WISCONSIN that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings,

schematics, or other engineering documents that aide in the prevention of accidental network outages, MCIm may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, AT&T WISCONSIN shall immediately make available to MCIm those drawings, schematics, or other engineering documents that identify the location of MCIm's equipment and cabling. In the event the requested documents are not immediately available, AT&T WISCONSIN shall not prevent MCIm from entering the Eligible Structure. If AT&T WISCONSIN does not immediately make the requested documents available to MCIm and MCIm enters the Eligible Structure, AT&T WISCONSIN shall deliver the requested documents to MCIm immediately upon locating same.

13.4 AT&T WISCONSIN will provide a security escort with MCIm paying the expense for the escort. AT&T WISCONSIN will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that AT&T WISCONSIN may not require a security escort paid for by MCIm, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by AT&T WISCONSIN as described in Section 1.3 of this Appendix.

13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, MCIm must provide AT&T WISCONSIN with reasonable notice of the entry. Notice will be provided to AT&T WISCONSIN's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. MCIm providing notice to AT&T WISCONSIN's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.

13.6 MCIm shall conduct background checks of the technicians who have access to the collocation space. MCIm technicians will be security qualified by MCIm and will be required to be knowledgeable of AT&T WISCONSIN security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of AT&T WISCONSIN or other collocators in jeopardy.

13.7 AT&T WISCONSIN may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.

13.8 AT&T WISCONSIN shall be permitted to recover the cost of such security devices from MCIm in a reasonable manner.

13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

13.10 Intentionally omitted.

14. OBLIGATIONS OF MCIm

14.1 Indemnification

14.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between AT&T WISCONSIN and MCIm shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between AT&T WISCONSIN and MCIm. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

14.1.2 Intentionally omitted.

14.1.3 Intentionally omitted.

14.2 Insurance shall be governed by the General Terms and Conditions of this Agreement.

14.2.1 A certificate of insurance stating the types of insurance and policy limits provided MCIm must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T WISCONSIN as well. If a certificate is not received, AT&T WISCONSIN will notify MCIm and MCIm will have five (5) business days to cure the deficiency.

14.3 Conduct while in AT&T WISCONSIN eligible structure will be governed by Section 6, Security, of the Physical Collocation Appendix.

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of MCIm

15.1.1 MCIm technicians will be security qualified by MCIm and will be required to be knowledgeable of AT&T WISCONSIN's security standards. MCIm personnel and technicians will undergo the same level of security training, or its equivalent that AT&T WISCONSIN's own employees and authorized contractors must undergo. AT&T WISCONSIN will not, however, require MCIm to receive security training from AT&T WISCONSIN, but will provide information to MCIm on the specific type of training required. MCIm can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T WISCONSIN's Interconnector's Collocation Services Handbook at https://clec.sbc.com/clec/ for Virtual Collocation in 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein MCIm maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for AT&T WISCONSIN's Offices

16.1.1 This security escort charge consists of the charges for AT&T WISCONSIN provided security escorts for MCIm Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by MCIm. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for AT&T WISCONSIN's CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for AT&T WISCONSIN provided security escorts for MCIm Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by MCIm. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges – See Appendix Physical Collocation

17. CDOW (CLECs DOING OWN WORK) - MCIM RESPONSIBILITIES

When MCIm selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T WISCONSIN Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this

same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 MCIm has the option to provide, install and terminate its interconnection cabling between MCIm's dedicated space and AT&T WISCONSIN Main Distribution Frame (MDF) or its equivalent by AT&T WISCONSIN Approved Vendor. This option is only available if MCIm does all three (3) activities associated with interconnection cabling: provide, install and terminate. MCIm may not elect to do some but not all the activities. MCIm must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If MCIm selects this option, MCIm must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If MCIm selects this option, AT&T WISCONSIN will install and stencil termination blocks or panels at AT&T WISCONSIN Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to MCIm's AT&T WISCONSIN Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. MCIm's AT&T WISCONSIN Approved Vendor must obtain an approved Method Procedure (MOP) from AT&T WISCONSIN and follow AT&T WISCONSIN's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 MCIm has the option to provide, install and terminate its power cable leads between MCIm's Dedicated Space and AT&T WISCONSIN's Battery Distribution Fuse Bay (BDFB) by AT&T WISCONSIN Approved Power Installation Vendor. When AT&T WISCONSIN designated power termination point is at the Power Plant Primary Distribution, MCIm's AT&T WISCONSIN Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 MCIm must contact AT&T WISCONSIN project manager five (5) business days prior to scheduling a request for the termination of MCIm's power cable leads to AT&T WISCONSIN Power Plant Primary Distribution, which will be performed by AT&T WISCONSIN. This option is only available if MCIm does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 MCIm may not elect to do some but not all the activities unless otherwise permitted in this Section. If MCIm selects this option, MCIm must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. MCIm's AT&T WISCONSIN Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T WISCONSIN and follow AT&T WISCONSIN's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when CLEC hires AT&T WISCONSIN Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 AT&T WISCONSIN will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by AT&T WISCONSIN. AT&T WISCONSIN will notify MCIm as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of MCIm's accurate and complete Virtual Collocation Application. If AT&T WISCONSIN determines that MCIm's Virtual Collocation Application is unacceptable, AT&T WISCONSIN shall advise MCIm of any deficiencies within this ten

(10) calendar day period. AT&T WISCONSIN shall provide MCIm with sufficient detail so that MCIm has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, MCIm must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when MCIm installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which AT&T WISCONSIN shall construct and turnover to MCIm's AT&T WISCONSIN Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T WISCONSIN receives a complete and accurate Virtual Collocation Application from MCIm. MCIm must provide AT&T WISCONSIN, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as AT&T WISCONSIN has received such response and payment. If MCIm has not provided AT&T WISCONSIN such response and payment by twelfth (12th) calendar day after the date AT&T WISCONSIN notified MCIm its request has been granted, the application will be canceled. Dedicated space is not reserved until AT&T WISCONSIN's receipt of the confirmatory response in writing from MCIm with applicable fees. The delivery interval for Virtual Collocation is determined by AT&T WISCONSIN taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by MCIm and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to MCIm by AT&T WISCONSIN with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AT&T WISCONSIN from MCIm will be processed in the order received unless MCIm provides a priority list, whichever is applicable.

Table (1)

Number of All Applications submitted by One MCIm per state or metering region	Overhead Iron/Racking Exists for Virtual Collocation Space Use	Overhead Iron/Racking Does Not Exist for Virtual Collocation Space Use	Additional Power or HVAC is Required for Virtual Collocation Space Use
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

17.3.1.3 Should MCIm submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by AT&T WISCONSIN from MCIm within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T WISCONSIN.

17.3.1.4 For example, but not by way of limitation, if MCIm submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by AT&T WISCONSIN will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

17.3.2 Payment

17.3.2.1 The second fifty percent (50%) payment must be received by AT&T WISCONSIN prior to the space being turned over to MCIm's AT&T WISCONSIN Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to MCIm's AT&T WISCONSIN Approved Vendor by AT&T WISCONSIN.

17.3.3 Cable Augments

17.3.3.1 For the following interconnection cabling Augments, MCIm must submit a complete and accurate Virtual Collocation Application:

17.3.3.1.1 168 DS1 connections and/or

17.3.3.1.2 48 DS3 connections and/or

17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or

17.3.3.1.4 12 fiber pair connections

17.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

17.3.3.3 The cabling Augment interval is determined by AT&T WISCONSIN taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by MCIm, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to MCIm by AT&T WISCONSIN with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T WISCONSIN from MCIm will be processed in the order received unless MCIm provides a priority list, whichever is applicable.

Table (2)

Number of All Applications submitted by One MCIm per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation Use
1 – 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

17.3.3.4 Should MCIm submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth

in Table (2) above. All cabling Augment applications received by AT&T WISCONSIN from MCIm within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

17.3.3.5 For example, but not by way of limitation, if MCIm submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

17.3.4 All Other Augments

17.3.4.1 For all Augments other than provided above, AT&T WISCONSIN will work cooperatively with MCIm to negotiate mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from AT&T WISCONSIN's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for AT&T WISCONSIN Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When MCIm selects the option to install the power cable by AT&T WISCONSIN Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When MCIm selects the option to provide and install the interconnection cabling by a AT&T WISCONSIN approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.3.1 When MCIm selects the option to provide and install the interconnection cabling by AT&T WISCONSIN approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.4.1 When MCIm selects the option to provide and install the interconnection cabling by AT&T WISCONSIN approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed

as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.5.1 When MCIm selects the option to provide and install the interconnection cabling by AT&T WISCONSIN approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.6.1 When MCIm selects the option to provide and install the interconnection cabling by AT&T WISCONSIN approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.7 Fiber Interconnection Cable Arrangement

17.4.7.1 When MCIm selects the option to provide and install the interconnection cabling by a AT&T WISCONSIN approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8 Collocation to Collocation Connection

17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

17.4.8.1.1 Fiber Cable (12 Fiber Pair)

17.4.8.1.1.1 When MCIm selects the option to provide and install the interconnection cabling by a AT&T WISCONSIN approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.2.1 Copper Cable

17.4.8.2.1.1 When MCIm selects the option to provide and install the interconnection cabling by a AT&T WISCONSIN approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.3.1 Coax Cable

17.4.8.3.1.1 When MCIm selects the option to provide and install the interconnection cabling by a AT&T WISCONSIN approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.4.1 Cable Racking and Hole

17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual

Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.5.1 Route Design

17.4.8.5.1.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

APPENDIX
DIRECTORY ASSISTANCE LISTING INFORMATION (DALI)

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APPENDIX DIRECTORY ASSISTANCE LISTING INFORMATION (DALI)

1. INTRODUCTION

1.1 The prices at which AT&T WISCONSIN agrees to provide MCIm with Directory Assistance Listing Information (DALI) are contained in the applicable Appendix Pricing.

2. GENERAL TERMS AND CONDITIONS

2.1 Directory Assistance Listing Information ("DALI") means the following: subscriber records used to populate and maintain AT&T WISCONSIN's database used to provide directory assistance: the last name, first name, street number, street name, community, zip code and telephone number of AT&T WISCONSIN's telephone exchange service subscribers located in the State of WISCONSIN. DALI shall also include updates. AT&T WISCONSIN shall use commercially reasonable efforts to provide MCIm with a complete copy of the DALI including all names, addresses, telephone number of listed residential and/or business and government telephone service subscribers located in the State of WISCONSIN and of those telecommunications carriers including incumbent local exchange companies, competitive local exchange carriers and Independent Telephone Companies in WISCONSIN who have not objected to disclosure of such information in accordance with Applicable Law.

2.2 Where technically feasible, AT&T WISCONSIN will provide Dialing Parity Directory Listings in AT&T WISCONSIN (herein after collectively referred to as DAL):

2.2.1 AT&T WISCONSIN owns and maintains the database containing directory assistance listing information.

2.2.2 Inasmuch as AT&T WISCONSIN provides DA service under contract for other Telecommunications Carriers, AT&T WISCONSIN's database also contains directory assistance listing information for other Telecommunication Carriers' end user customers.

2.2.3 AT&T WISCONSIN agrees to provide DALI under the following terms and conditions:

2.2.3.1 The data will be received from AT&T WISCONSIN via Network Data Mover ("NDM") listed by NPA.

2.2.4 Upon request, but no later than sixty (60) days after receipt of initial load request, AT&T WISCONSIN shall provide DALI to MCIm in a mutually acceptable format and mode. Consent regarding format and mode shall not be unreasonably withheld.

2.2.5 On a daily basis, AT&T WISCONSIN shall provide updates. Updates shall be current as of the provision date.

2.2.6 Upon request, AT&T WISCONSIN shall provide a complete refresh of DALI via electronic data transfer as soon as possible, but no later than forty-five (45) calendar days after the receipt of the request.

3. UNBUNDLED NETWORK ELEMENT

3.1 Subject to the Intervening Law requirements in the General Terms and Conditions the Parties agree that, in accordance with the requirements of the PUC of WISCONSIN' rulings, AT&T WISCONSIN shall provide DALI to MCIm as an unbundled Network Element.

4. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

4.1 MCIm may use the Directory Assistance Listing Information provided pursuant to this Appendix for any lawful form of telecommunications service.

4.2 If this Agreement is terminated by MCIm with the stated intention that no successor agreement will be entered into, MCIm shall, within a reasonable time after such termination, cease using the Directory

Assistance Listing Information provided hereunder by AT&T WISCONSIN, and shall extract and expunge all copies or any portions thereof from files and records and provide written notice from an authorized representative that such actions have been performed.

4.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used in accordance with Applicable Law. The information provided for non-published customers can only be use for two purposes. First, the non-published status may be added to the listing in MCIm's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, MCIm may verify the listing by matching the caller-provided address with the address in MCIm's database. MCIm may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. MCIm can notify the customer that the requested listing is non-published.

5. EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS

5.1 AT&T WISCONSIN shall provide for Emergency Notification Service for Non-Published Telephone Numbers (hereinafter referred to as “Non-Pub ENS”). AT&T WISCONSIN will provide to MCIm a telephone number that will permit MCIm to contact AT&T WISCONSIN in the event a MCIm customer (“Calling Party”) indicates to MCIm that he/she must reach a AT&T WISCONSIN customer that has a Non-Published listing (“Non-Published Customer”) to advise such Non-Published Customer of an emergency or life-threatening situation. If the Non-Published Customer's name is in the AT&T WISCONSIN DALI database, AT&T WISCONSIN will call the requested Non-Published Customer, and if such Non-Published Customer answers, will notify the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, and will provide the Non-Published Customer the name and callback telephone number of the Calling Party provided to AT&T WISCONSIN by MCIm or the contact telephone number of MCIm.

5.1.1 AT&T WISCONSIN will only accept calls from employees of MCIm or its affiliates on behalf of MCIm’s end user customers. AT&T WISCONSIN will not accept calls from MCIm’s end user customers.

5.2 MCIm shall only utilize the Non-Pub ENS in the event a Calling Party indicates to MCIm that the Calling Party must reach the Non-Published Customer to advise of an emergency situation. In no event shall MCIm use the Non-Pub ENS for non-emergency situations.

5.3 MCIm's representative shall provide to AT&T WISCONSIN (i) his/her name, (ii) a contact telephone number, (iii) the name, city and state of the Non-Published Customer that Calling Party is attempting to contact, and (iv) the Calling Party's name and call back telephone number.

5.4 If the Non-Published Customer does not answer for any reason (including, but not limited to, no answer, busy, intercept recording, line not working, facsimile tones, etc.), AT&T WISCONSIN will wait approximately thirty (30) minutes and make a second call attempt. If AT&T WISCONSIN’s second call attempt is unsuccessful, AT&T WISCONSIN will promptly call MCIm and inform MCIm of its inability to reach the Non-Published Customer.

5.5 If the Non-Published Customer does not answer but AT&T WISCONSIN reaches such Non-Published Customer's answering machine or voice mail service, AT&T WISCONSIN will leave a message notifying the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, will provide the Non-Published Customer either the name and callback telephone number of the Calling Party provided to AT&T WISCONSIN by MCIm or the contact telephone number of MCIm. AT&T WISCONSIN will promptly call MCIm and inform MCIm that AT&T WISCONSIN left a message for the Non-Published Customer.

5.6 Under no circumstances will AT&T WISCONSIN release Non-Published telephone numbers to a MCIm employee or end user customer.

5.7 Rates for Non-Pub Emergency Number Service (ENS) are contained in Appendix Pricing.

5.8 The Parties agree to meet to negotiate an amendment within 60 days, should this process change.

6. PRICING

6.1 Rates for DALI are contained in Appendix Pricing.

7. ASSIGNMENT

7.1 MCIm may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all Applicable laws, regulations and rules including any subsequent decision by the FCC or a court regarding the use of DALI.

8. LIABILITY

8.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.

APPENDIX
DIRECTORY ASSISTANCE SERVICES

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APPENDIX DIRECTORY ASSISTANCE SERVICES

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for MCIm provided by AT&T WISCONSIN.

1.2 AT&T WISCONSIN shall provide to MCIm customers the capability to dial the same telephone numbers for access to AT&T WISCONSIN' directory assistance as AT&T WISCONSIN customers use to access AT&T WISCONSIN directory assistance. Access numbers to AT&T WISCONSIN' Local DA service may include but are not limited to: 411, 1/0+411, 555-1212.

2. DEFINITIONS

2.1 The following terms are defined as set forth below:

2.1.1 "Call Branding" – The procedure of identifying a provider's name audibly and distinctly to the end user customer at the beginning of each DA Services call.

2.1.2 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a AT&T WISCONSIN DA Operator.

2.1.3 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).

2.1.4 Intentionally Omitted

3. SERVICES

3.1 All DA Services described herein shall be provided in accordance with Applicable Law.

3.2 Intentionally Omitted.

3.2.1 Directory Assistance (DA)

3.2.1.1 Listing Information: AT&T WISCONSIN shall provide to MCIm the same listing information that it provides to its own subscribers. DA information will include the telephone numbers for MCIm end user customers who opt for Non-List Number status in the White Pages Directories.

3.2.2 Directory Assistance Call Completion (DACC) or Express Call Completion (ECC): A service in which a local or an intraLATA call to the requested number is completed on behalf of MCIm's end user customer utilizing an automated voice system or with operator assistance.

3.2.3 National Directory Assistance (NDA): Consists of a service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

3.2.4 Intentionally Omitted

3.2.5 Reverse Directory Assistance (RDA): A nonregulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that a MCIm end user provides.

4. CALL BRANDING

4.1 Call Branding is the process by which an operator, either live or recorded, will identify the DA provider as being MCIm, audibly and distinctly to the MCIm end user at the beginning of each DA call. In all cases, AT&T WISCONSIN will brand the DA call as directed by MCIm. MCIm will provide written specifications of its name or announcement to be used by AT&T WISCONSIN to create the recorded

branding announcement for its DA calls as outlined in the Operator Services/Directory Services Questionnaire.

4.2 Where not technically feasible or where MCIm does not request branding, AT&T will have the recorded announcement for such calls play silence instead of a recorded brand. Where technically feasible and/or available, AT&T WISCONSIN will brand DA based upon the criteria outlined.

4.2.1 Where AT&T WISCONSIN is only providing DA on behalf of MCIm, the calls will be branded. When the same trunk group is used to provide OS and DA services to MCIm, calls will be branded at MCIm's request with the same brand. There may be separate brands where separate trunk groups are utilized.

4.2.2 Branding Load Charges

Non-recurring load charges apply per brand, per Directory Assistance Switch (and per OCN, if multiple OCNs are used) for the establishment of MCIm specific branding. In addition, a per call "branding" (i.e. recorded announcement) charge applies for every DA call handled by the automated recording in the AT&T WISCONSIN DA platform.

4.2.2.1 Branding charges are included in Appendix Pricing.

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

5.1 If MCIm elects to use DA Services where technically feasible and/or available, AT&T WISCONSIN will provide MCIm DA Rate/Reference Information, based upon the criteria outlined below:

5.1.1 MCIm will furnish DA Rate and Reference Information in accordance with process outlined in Operator Services Questionaire or as mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.1.2 MCIm will inform AT&T WISCONSIN, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. MCIm acknowledges that it is responsible to provide AT&T WISCONSIN updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of MCIm's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either MCIm's DA Services Rate or Reference Information subject to the requirements herein.

5.2 When an AT&T WISCONSIN Operator receives a rate request from a MCIm end user customer, AT&T WISCONSIN will quote the applicable DA rates as provided by MCIm.

6. RESPONSIBILITIES OF THE PARTIES

6.1 MCIm will provide AT&T WISCONSIN at least thirty (30) days notice prior to any significant change in service levels for Directory Assistance under this Appendix.

6.2 MCIm will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T WISCONSIN Operator assistance switch. Should MCIm seek to obtain interexchange DA Service from AT&T WISCONSIN, MCIm is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

6.2.1 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

6.3 MCIm will furnish to AT&T WISCONSIN a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

6.4 MCIm will provide AT&T WISCONSIN updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.5 MCIm will send the DA listing records to AT&T WISCONSIN for inclusion in AT&T WISCONSIN DA database via electronic gateway as described in Appendix WP.

6.6 MCIm agrees that AT&T WISCONSIN may utilize MCIm's end user customer's listings contained in AT&T WISCONSIN directory assistance database in providing AT&T WISCONSIN Directory Assistance or DA related services.

6.7 MCIm further agrees that AT&T WISCONSIN can release MCIm's directory assistance listings stored in AT&T WISCONSIN Directory Assistance database to competing providers.

6.8. AT&T WISCONSIN will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.

7. METHODS AND PRACTICES

7.1 AT&T WISCONSIN will provide DA Services to MCIm's end user customers in accordance with AT&T WISCONSIN DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed to in writing by both Parties.

8. PRICING

8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing.

9. LIABILITY

9.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including any claims arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call AT&T WISCONSIN' DA operators.

10. TERM OF APPENDIX

10.1 MCIm must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. MCIm may terminate use of AT&T WISCONSIN' DA Services any time after MCIm has used such DA Services for the twelve (12) month minimum period upon one hundred twenty (120) days advance written notice to AT&T WISCONSIN, inclusive of the notice period.

10.2 If MCIm terminates use of AT&T WISCONSIN's DA Services without complying with Section 10.1 above, MCIm shall pay AT&T WISCONSIN, within thirty (30) days of the issuance of a final bill by AT&T WISCONSIN, all amounts due for actual services provided under this Appendix.

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APPENDIX INVOICING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions by which the Parties shall render and pay bills for all services provided pursuant to this Agreement, including but not limited to Resale, unbundled Network Elements, Reciprocal Compensation, Interconnection and Collocation.

1.2 The Parties agree to participate in and comply, whenever possible, with the Ordering and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) guidelines. However, due to system limitations and/or new product developments AT&T WISCONSIN may proceed ahead of industry guidelines as necessary or choose not to implement. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines.

1.3 Intentionally Omitted.

1.4 To the extent that there are no OBF guidelines or CABS BOS outputs governing the formatting of certain data, such data will be issued in a format mutually agreed to by the Parties.

1.5 For purposes of this Appendix Invoicing, the Party rendering a bill shall be the "Billing Party" and the Party receiving the bill shall be the "Billed Party."

2. TRANSMISSION OF BILLS AND CREDITS

2.1 The Parties will meet during the implementation of this Agreement to negotiate the means of transmissions unless arrangements exist for transmission of billing information.

2.2 Where technically feasible, each Party will transmit billing information and data to the other in an electronic format. Upon transmission failure, the Billed Party will notify the Billing Party within 10 (ten) business days invoice date and the Billing Party will re-transmit the bill at its own cost, provided the transmission failure was caused by the Billing Party's systems or actions. In the event of such a transmission failure, the Bill Due Date shall be extended by the number of days elapsing between the transmission failure and the successful re-transmission. In emergency situations where transmissions have failed, when media transmittal has to be used to convey a bill, the Parties will generate media to be transported to each other via a courier. The Parties will have no responsibility to return media delivered to each other. The Parties shall use media packaging that is sufficient to ensure that the media is protected and useable when the other Party receives it.

2.3 For enhancements to transmissions of existing and new bills, the Parties shall use test and production data that will be developed between the Parties. The Parties will mutually agree upon the file (block size, record length, etc.).

2.4 The Parties will share contingency procedures and policies that will be used to manage billing disruptions.

2.5 The Parties shall provide each other a single point of contact ("SPOC"), for AT&T WISCONSIN the SPOC will be MCIm's designated account manager for handling any questions or problems regarding bills that may arise during the implementation and performance of the obligations of this Appendix Invoicing. The AT&T WISCONSIN SPOC will be available via a single telephone number (not through an answering center).

2.6 Each Party will establish monthly billing dates ("Bill Date") for each bill type, which Bill Date will be the same day from month to month. Each Party will provide the other Party at least thirty (30) calendar days' written notice prior to changing, adding or deleting any bill type. All bills must be received by the recipient no later than ten (10) calendar days from the Bill Date or at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or bank holiday will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the

number of days the bill is late.

2.7 The Parties will render and transmit to each other accurate and timely bills.

2.8 Credits. If the Billed Party disputes charges pursuant to Section 6.0 et seq., of this Appendix Invoicing and the dispute is resolved in favor of the Billed Party, the Billing Party shall credit the Billed Party for the amount of the dispute(s) ("Disputed Amounts"), along with interest charges as defined in the Late Payment Charges section 5.0 et seq., below, no later than the second Bill Due Date after the resolution of the dispute or as otherwise agreed by the Parties, The Billing Party shall limit any such credit(s) associated with the dispute consistent with the Stake Date limitations set forth below.

2.9 The Parties will reimburse or credit each other for incorrect charges including, but not limited to, overcharges, services ordered or requested but not delivered and service interruption which cause the purchased service to be unavailable. All requests for reimbursement or credit under this section shall be submitted by the Billed Party to the Billing Party through the claims process set forth in section 6.7 below.

2.10 The Billing Party making a credit may issue the credit in the "Other Charges and Credits" portion of the applicable Billing Account Number (BAN), unless the Parties agree to pay by electronic funds transfer via ACH network, wire transfer, check, or other mutually agreed means.

3. REMITTANCE AND PAYMENT OF BILLS OTHER THAN FOR RECIPROCAL COMPENSATION

3.1 Except for Reciprocal Compensation billing, which is set forth separately in Section 4 below, and unless otherwise stated, each Party will render monthly bill(s) to the other for Resale Services, unbundled Network Elements, and Collocation, and all functions, facilities, products and services provided in the Agreement at the rates set forth in the applicable Appendix Pricing, or as otherwise agreed to by the Parties.

3.2 Subject to the terms of this Appendix, each Party shall remit payment the other Party as set out below:

3.2.1 Remittance in full of all bills not subject to an exception set forth in Section 8 are due thirty (30) calendar days after each Bill Date (the "Bill Due Date") and shall be paid in accordance with the terms of this Appendix Invoicing. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be due the next business day. Late payment charges, if any, will be assessed in accordance with the requirements in this Appendix.

3.2.2 The Billed Party shall make all payments to the Billing Party by electronic funds credit transfers through the Automated Clearing House ("ACH") network to the financial institution designated by the Billing Party. Remittance information will be communicated together with the funds transfer via the ACH network. Both Parties must use the CCD+ or the CTX transaction set. Both Parties will abide by National Automated Clearing House Association (NACHA) rules and regulations. Each ACH credit transfer must be received no later than the Bill Due Date, or any agreed-to extension thereof, of each bill or Late Payment Charges will apply. The Billing Party is not liable for any delays in receipt of funds or errors in entries caused by the Billed Party or third parties, including the Billed Party's financial institution. Each Party is responsible for its owns banking fees.

3.2.3 The Parties acknowledge that processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. For those bills it receives electronically, the Billed Party shall be responsible for any Late Payment Charges resulting from failure to use electronic funds credit transfers through the ACH network. If the Billing Party makes a bill available electronically but the Billed Party chooses not to receive that particular bill electronically (i.e., requests that the bill be provided in hard copy only), the Billing Party shall not be excused from the requirement to make payment through the ACH network.

3.3 Except as provided in Sections 4 (REMITTANCE AND PAYMENT OF BILLS FOR RECIPROCAL COMPENSATION) and 8 (EXCEPTIONS) of this Appendix Invoicing, the Billed Party shall pay in full all

billed charges, even if some or all of the charges are disputed. However, nothing in this Appendix Invoicing shall be construed to limit either Party's ability to file claims at the Local Service Center and/or seek Dispute Resolution in accordance with the terms of this Agreement.

4. REMITTANCE AND PAYMENT OF BILLS FOR RECIPROCAL COMPENSATION

4.1 For all bills rendered for services specified in Appendix Reciprocal Compensation, each Party will calculate terminating interconnection minutes of use based on standard recordings made within each Party's network for 251(b)(5) Traffic, Optional EAS Traffic (where applicable), ISP-Bound Traffic, and LEC-carried IntraLATA Toll Traffic. These recordings shall be the basis for each Party to generate Reciprocal Compensation bills to the other Party.

4.2 The measurement of minutes of use over interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual interconnection trunk group will be totaled for the entire monthly bill and then rounded to the next whole minute.

4.3 When applicable, the Parties will transmit the summarized originating minutes of use within 15 business days following the prior month's close of business via the CAT11 record process to the terminating Party for subsequent monthly intercompany settlement billing.

4.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

4.5 Re-Billing or Back-Billing. The Billing Party can render Amended Invoices or "Back-Bills" in accordance with Section 7 of this Appendix.

4.6 Payment of all Reciprocal Compensation billing shall otherwise be due thirty (30) calendar days after each Bill Date (the "Bill Due Date") and shall be paid in accordance with the terms of this Appendix Invoicing. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be due the next business day. Late Payment Charges, if any, will be assessed in accordance with the requirements in section 5 of this Appendix.

5. LATE PAYMENT CHARGES

5.1 A late payment charge shall be applied, if: (i) no payment is received by the Billing Party by the Bill Due Date or any agreed-to extension thereof; (ii) a partial payment of the amount due is received by the Billing Party after the Bill Due Date; or (iii) payment or partial payment is received by the Billing Party in funds that are not immediately available to the Billing Party.

5.1.1 If any charge incurred under this Agreement billed out of CRIS or RBS is past due, the unpaid amounts shall accrue interest from the Bill Due Date at an amount equal to the intrastate retail tariff governing Late Payment Charges to AT&T WISCONSIN' retail business end users customers in WISCONSIN.

5.1.2 If any charge incurred under this Agreement for Services billed out of CABS is past due, the unpaid amounts shall accrue interest from the Bill Due Date at an amount equal to the intrastate access tariff governing Late Payment Charges in WISCONSIN.

6. LIMITS ON BILLING DISPUTES

6.1 Stake Dates. In order to achieve greater certainty in the billing and bill auditing processes, the Parties have agreed to limit contractually how far back a claim of underbilling or overbilling can go, called setting "Stake Dates." To achieve this certainty, the Parties mutually agree that the Stake Dates shall apply regardless of whether the applicable billing before the Stake Date was in error or not, and regardless of whether statutory or common law limitations would permit a claim to go farther back in time. As used herein, therefore, "Stake Date" shall mean the point in time before which no adjustments, credits, refunds, reimbursements, or other billing true ups will apply, based on the filing of claims and Bill

Dates (defined as the Invoice Date provided on the paper or electronic bill) set forth herein except as set forth in Section 6.2 below and Section 8.

6.2 Filing Claims. If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party (Disputing Party) shall give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item provided. The Billed Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party, as set forth in section 6.7 below. In the event that the Billed Party cannot reasonably identify the specific circuit or bill detail and the reason or nature of the dispute at the time it opens a dispute, the Billed Party may still open the dispute (with written notice that further documentation is forthcoming), but shall provide all specific circuit or bill detail and the reason or nature of the dispute within sixty (60) days of opening the dispute. The Billed Party must submit any dispute by the applicable Stake Date set forth below. .

6.3 Appendix Collocation. The Stake Date for Collocation billing shall be one hundred twenty (120) days from the Bill Date (not the Bill Due Date).

6.4 Appendix Compensation. The Parties agree that, except as may be set forth by Applicable Law, there shall be no Stake Date for those charges billed pursuant to Appendix Reciprocal Compensation of this Agreement.

6.5 Other Services. The Stake Date for services other than those described in section 6.3 and 6.4 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the Bill Date.

6.6 Transmission Failure. Neither Party may dispute a charge that beyond the applicable Stake Date, unless there has been a transmission failure for a bill transmitted electronically. In the event of such a transmission failure, the Bill Due Date shall be extended by the number of days elapsing between the transmission failure and the successful re-transmission.

6.7 Claims Process for Billing Disputes.

6.7.1 Disputes Filed by MCIm. When submitting disputes, MCIm agrees to use the AT&T WISCONSIN "13-State Billing Claims Dispute Form" or another mutually agreed-to format and shall submit the claims form to the appropriate AT&T WISCONSIN local service center ("LSC") or MCIm account team, as agreed by the Parties. For each dispute, MCIm shall furnish AT&T WISCONSIN with the information reasonably necessary to determine the nature and scope of the dispute. Such information shall include, as applicable, (i) the date of the bill in question, (ii) Consolidated Billing Accounts (CBA), Enhance Summary Billing Accounts, BAN, or invoice number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed, (vi) amount in question and (vii) the reason that MCIm disputes the billed amount. Where applicable (e.g., the dispute applies to specific rate element(s) impacting the entire BAN), MCIm may furnish summary information rather than circuit-level detail. Upon receipt of a claims form, AT&T WISCONSIN may request additional information from MCIm that may reasonably be necessary to resolve the dispute but shall not deny MCIm's claim until MCIm has had the opportunity to provide the requested information. MCIm shall provide such additional information within thirty (30) days of receipt of AT&T WISCONSIN' request, unless the Parties agree to a different period. Any denial by AT&T WISCONSIN of a dispute submitted by MCIm shall be made in writing and directed to the attention of the MCIm contact who filed the dispute. Any proposed changes to the 13-State Billing Claims Dispute Form may be submitted to the 13-State CLEC User Forum for consideration; however, AT&T WISCONSIN reserves the right to modify the 13-State Billing Claims Dispute Form as needed for internal process purposes.

6.7.2 Disputes Filed by AT&T WISCONSIN. When submitting disputes, AT&T WISCONSIN agrees to use MCIm's preferred claims dispute form or another mutually agreed-to format and shall submit the claims form to the appropriate MCIm billing contact listed on the invoice. For each dispute,

AT&T WISCONSIN shall furnish MCIm with the information reasonably necessary to determine the nature and scope of the dispute. Such information shall include, as applicable, (i) the date of the bill in question, (ii) CBA, ESBA, BAN, or invoice number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed, (vi) amount in question and (vii) the reason that AT&T WISCONSIN disputes the billed amount. Where applicable (e.g., the dispute applies to specific rate element(s) impacting the entire BAN), AT&T WISCONSIN may furnish summary information rather than circuit-level detail. Upon receipt of a claims form, MCIm may request additional information from AT&T WISCONSIN that may reasonably be necessary to resolve the dispute but shall not deny AT&T WISCONSIN's claim until AT&T WISCONSIN has had the opportunity to provide the requested information. AT&T WISCONSIN shall provide such additional information within thirty (30) days of receipt of MCIm' request, unless the Parties agree to a different period. Any denial by MCIm of a dispute submitted by AT&T WISCONSIN shall be made in writing and directed to the attention of the AT&T WISCONSIN contact who filed the dispute.

7. LIMITS ON BACKBILLING

7.1 If charges for services provided pursuant to this Agreement are found to be unbilled or underbilled, or need to be revised, adjusted, or otherwise rebilled, these amended or new invoices shall be collectively referred to as "backbilling." The Billing Party shall be limited to backbilling in accordance with the "Backbill Stake Dates" set forth below.

7.2 Appendix Collocation. The Backbill Stake Date for Collocation billing shall be one hundred twenty (120) days from the date the charges were incurred.

7.3 Appendix Compensation. The Parties agree that there shall be no Backbill Stake Date for those charges billed pursuant to Appendix Reciprocal Compensation of this Agreement.

7.4 The Backbill Stake Date for services other than those described in section 7.2 and 7.3 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the Bill Date.

7.5 Intentionally Omitted.

7.6 In the event that the Billing Party cannot reasonably identify the specific circuit or bill detail at the time it submits a backbill, the Billing Party may still submit the backbill (with written notice that further documentation is forthcoming), but shall provide all specific circuit or bill detail within sixty (60) days of submitting the backbill.

8. EXCEPTIONS

8.1 This section describes exceptions to the Stake Dates outlined in sections 6.0 and 7.0, and to the "Pay and Dispute" approach outlined in section 3.3. The Parties agree, however, that this section does not create exceptions to any other requirements of this Appendix, including the claims filing process outlined in section 6.2 and 6.7.

8.2 Regulatory Required True Up. Anything to the contrary in this Appendix Invoicing notwithstanding, both Parties shall be entitled to seek a billing true up based on an applicable and effective order of the FCC, the Commission, a legislative body or a judicial body of competent jurisdiction. Without limiting the applicability of the foregoing, an example of this Stake Date exception is where a rate increase or surcharge is ordered, approved or allowed on a retroactive basis by the Commission or the FCC or by a court of competent jurisdiction.

8.3 Inaccurate Billing. On a Billing Account Number ("BAN") basis, the Billed Party may request an investigation for any BAN that the Billed Party has a good faith reason to believe (i) was rendered in error or (ii) contains obvious inaccuracies. For purposes of this section, rendered in error shall mean a bill that contains an OCN or OCNs that do not belong to the Billed Party or a bill for services that were ordered by a company other than the Billed Party. For purposes of this section, obvious inaccuracy

shall mean only amounts due for that BAN that exceeds a 30% increase over the average monthly total for that BAN for the six-month period immediately preceeding the invoice in question.

8.3.1 Any such request for an investigation shall follow the claims process in section 6.7. During the pendency of the investigation, the Billed Party must comply with all agreed upon requirements for filing claims and shall cooperate with the Billing Party in investigating the billing inaccuracy. The request must include a notation of "inaccurate billing," a detailed explanation of what rate or rate elements are inaccurate, and show the calculation of the average monthly billing for the previous 6 (six) months worth of billing to that BAN.

8.3.2 Only amounts above the 130% level are relieved of the obligation to "pay and dispute" as specified in section 3.3 of this Appendix Invoicing, and only until a revised invoice for the investigated BAN is submitted, or for a period of sixty (60) days, whichever is sooner. Any invoices received for other BANs that are not the subject of a request for an investigation, shall be due and payable in accordance with the requirements of this Appendix Invoicing.

8.3.2.1 If a revised invoice for the investigated BAN is provided by the Billing Party to the Billed Party, the Bill Due Date for that revised invoice shall be thirty (30) days after the date the revised invoice is provided and all other terms and conditions herein will apply.

8.3.2.2 If no revised invoice for the investigated BAN is provided by the Billing Party, and the Parties have not completed the investigation for a billing inaccuracy within sixty (60) days of the date the Billed Party requested the investigation, then either Party may seek to resolve the dispute pursuant to the terms of the Dispute Resolution provisions of this Agreement.

8.3.3 In the event of a consolidation of multiple BANs into a single BAN, the Parties agree that the prior six months average billing for the remaining single BAN will no longer properly represent the basis for the 130% threshold, and that the Parties agree to meet and confer before invoking the withholding rights outlined above on the consolidated BAN.

8.4 The Parties obligation under a certain, "Agreement for the Distribution, Settlement, Billing and Collection of Unbundled Network Element Platform ("UNE-P") Alternately Billed Services Messages Between The MCI Competitive Local Exchange Carriers, and The AT&T Incumbent Local Exchange Carriers" effective January 1, 2004.

9. ADDITIONAL COPIES OF BILLS

9.1 Upon request of the Billed Party, the Billing Party shall provide the other with one (1) additional copy, per invoice cycle, of bills at no charge.

10. OSS BILLING

10.1 With respect to all current OSS billing interfaces covered by this Appendix, the Parties will comply with the final version of the AT&T WISCONSIN Uniform and Enhanced OSS ("Uniform POR") once approved by the FCC.

10.2 AT&T WISCONSIN shall provide proper notice of interface phase out as required by the Change Management process. The Parties acknowledge that Change Management processes may be affected by the final Uniform and Enhanced OSS Plan of Record (POR) once approved by FCC.

10.3 To achieve enhanced system functionality (e.g. Bill info, Daily Usage Extract as quickly as possible, the Parties acknowledge that they may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. The Parties are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements.

10.4 The IS Call Center for the AT&T WISCONSIN region provides a technical support function for current OSS billing interfaces. MCIm will also provide a single point of contact for technical support issues related to the electronic OSS billing interfaces. The Parties are responsible for obtaining operating system software and hardware to access each other's current OSS billing interfaces.

10.5 AT&T WISCONSIN shall continue to provide MCIm electronic billing for the products/services currently billed electronically in the AT&T WISCONSIN region.

10.6 The Parties acknowledge that billing for everything in this Agreement from MCIm to AT&T WISCONSIN, the volume of bills does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, MCIm will provide AT&T WISCONSIN with billing in paper format, unless otherwise mutually agreed.

10.7 The Parties will cooperatively test new BOS releases of CABs in line with normal industry practice. The Parties will also cooperatively test new releases, enhancements or other changes to the EDI billing system.

APPENDIX INWARD ASSISTANCE OPERATOR SERVICE (INW)

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APPENDIX INWARD ASSISTANCE OPERATOR SERVICE (INW)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services provided by AT&T WISCONSIN to MCIm.

1.2 Intentionally Omitted.

1.3 Intentionally Omitted.

1.4 Intentionally Omitted.

1.5 Intentionally Omitted.

1.6 The prices at which AT&T WISCONSIN agrees to provide MCIm Inward Assistance Operator Services are contained in Appendix Pricing

2. SERVICES

2.1 Where technically feasible and available, AT&T WISCONSIN's Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the Inward Code:

2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.

2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLVI) service.

2.2 Inward Assistance Operator Service is an optional service and is applicable when MCIm is not purchasing AT&T WISCONSIN's Operator Services.

3. DEFINITIONS

3.1 "General Assistance" - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

4. RESPONSIBILITIES OF THE PARTIES

4.1 If MCIm decides to order this optional service, it is the responsibility of MCIm to order the necessary facilities to interconnect with AT&T WISCONSIN's Operator assistance switches in the various locations throughout the AT&T WISCONSIN territory.

4.2 Initial and/or additional interconnection trunking requirements for INW are described in Appendix NIM.

4.3 MCIm will furnish request for service in writing to AT&T WISCONSIN, thirty (30) calendar days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by AT&T WISCONSIN.

4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

4.4 AT&T WISCONSIN - When utilizing the services of MCIm Inward Assistance, AT&T WISCONSIN and MCIm agree that AT&T WISCONSIN will pay MCIm at the same rate MCIm compensates AT&T WISCONSIN pursuant to the terms of this Appendix.

4.5 Intentionally Omitted.

4.6 AT&T WISCONSIN shall offer operator-to-operator BLV/BLVI to MCIm on a nondiscriminatory basis.

5. TOLL CENTER CODES

5.1 Toll Center Codes will be used by MCIm Operators for routing and connecting to the AT&T WISCONSIN Operator assistance switches. These codes are listed in the LERG and are specific to the various AT&T WISCONSIN LATA's where AT&T WISCONSIN Operator assistance switches are located.

5.2 AT&T WISCONSIN Operator Services will require a Toll Center Code for MCIm Operator Services assistance switches that are listed in the LERG. This code will be the routing code used for connecting the AT&T WISCONSIN Operator to the MCIm Operator on an Inward basis.

5.3 If MCIm requires establishment of a new Toll Center Code, MCIm shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

6.1 AT&T WISCONSIN - Pricing for Inward Assistance Operator Services shall be based on the rates specified in Appendix Pricing.

7. MONTHLY BILLING

7.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions and the Invoicing Appendix of this Agreement.

7.2 AT&T WISCONSIN will accumulate and provide MCIm such data as necessary for MCIm to bill its end user customers.

8. LIABILITY

8.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.

9. TERM OF APPENDIX

9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months.

9.2 If MCIm terminates this Appendix prior to the expiration of the term of this Appendix, MCIm shall pay AT&T WISCONSIN, within thirty (30) days of the issuance of any bills by AT&T WISCONSIN, all amounts due (subject to Appendix Invoicing) for actual services provided under this Appendix.

9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

APPENDIX LINE SHARING

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APPENDIX LINE SHARING

1. INTRODUCTION

1.1 This Appendix Line Sharing sets forth the terms and conditions under which AT&T WISCONSIN will provide MCIm with the High Frequency Portion of the Loop.

1.2 In addition to the terms and conditions of this Appendix Line Sharing, AT&T WISCONSIN shall make HFPL available to MCIm in accordance with applicable terms and conditions of Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Sharing and Appendix xDSL, the Parties agree that the terms of this Appendix Line Sharing shall control.

1.3 The Parties agree that final outcomes from any applicable collaborative or proceedings may, at MCIm's request, be incorporated into this Appendix Line Sharing and that the Parties will negotiate in good faith to arrive at an agreement on conforming modifications.

1.4 The Parties enter into this Appendix Line Sharing without waiving current or future relevant legal rights and without prejudicing any position either Party may take on relevant issues before industry forums and collaboratives, state or federal regulatory or legislative bodies, or courts of competent jurisdiction.

2. DEFINITIONS

2.1 Terms not defined herein shall have the meaning set forth elsewhere in this Agreement.

2.2 Intentionally Omitted.

2.3 Intentionally Omitted.

2.4 "Digital Added Main Line" or "DAML" is a technology employed to derive multiple voice-grade POTS circuits from a single copper pair.

2.5 Intentionally Omitted.

2.6 Intentionally Omitted.

2.7 "High Frequency Portion of the Loop" ("HFPL") consists of the frequency range on the copper Loop above the range that carries analog circuit-switched voice band transmissions. The voice band frequency of the spectrum is generally 300 to 3000 Hertz (and possibly up to 3400 Hertz) and DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.

2.8 "Line Share Turn-Up Test" shall be defined as testing for HFPL by the Parties as more specifically described in Section 10 in accordance with the Line Share Turn-Up Test in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section.

2.9 Intentionally Omitted.

2.10 Intentionally Omitted.

2.11 "Splitter" is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network.

3. GENERAL TERMS AND CONDITIONS RELATED TO HFPL

3.1 Intentionally Omitted

3.2 AT&T WISCONSIN will provide HFPL for MCIm to deploy xDSL technologies Presumed Acceptable For Deployment or Non-Standard xDSL-Based Technology as defined in Appendix xDSL. AT&T WISCONSIN will not impose limitations on the transmission speeds of xDSL services; provided, however, that AT&T WISCONSIN does not guarantee transmission speeds, available bandwidth nor

imply any service level. MCIm may only deploy xDSL technologies using HFPL when such technology does not interfere with analog voice band transmission.

3.3 Intentionally Omitted.

3.4 When AT&T WISCONSIN is the provider of retail POTS analog voice service on the same Loop to the same end user customer, AT&T WISCONSIN shall provide MCIm with HFPL access on that same Loop, provided that such Loop meets the Loop requirements as defined in Appendix xDSL.

3.5 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where AT&T WISCONSIN is not the retail POTS provider.

3.6 MCIm may identify to AT&T WISCONSIN one or more CLECs as an authorized advanced services provider which is authorized by MCIm to add, change or delete advanced services capabilities within the HFPL employed or ordered by MCIm ("Advanced Services Provider"). Such an Advanced Services Provider shall submit orders on MCIm's behalf using MCIm's ACNA OCN and circuit facilities assignment ("CFA") information.

3.7 Intentionally Omitted.

3.8 AT&T WISCONSIN shall provide MCIm with OSS access and loop qualification information for HFPL in accordance with the applicable terms and conditions of Appendix xDSL and Appendix OSS of this Agreement.

4. GRANDFATHERING AND TRANSITION TERMS

4.1 Grandfathered End Users. AT&T WISCONSIN will continue to make HFPL available to MCIm (or its successor or assign) at the same monthly rate that AT&T WISCONSIN charged for such access prior to such access prior to October 2, 2003, as set forth in the Appendix Pricing, until the earlier of: (1) MCIm's HFPL to the end-user customer is disconnected for whatever reason, or (2) the FCC issues a decision affecting the grandfathering obligations established in its Triennial Review Order.

4.1.1 Intentionally Omitted

4.1.2 Intentionally Omitted

4.2 New End Users. To the extent that MCIm began providing HFPL to an end user customer between October 2, 2003 and October 2, 2004, AT&T WISCONSIN will continue to make HFPL available to MCIm for that particular end user customer until October 2, 2006 at the monthly recurring rates set forth in Appendix Pricing of this Agreement.

4.3 Beginning October 2, 2006, AT&T WISCONSIN shall have no obligation to continue to provide the HFPL for MCIm to provide xDSL-based service to any New End Users that MCIm began providing xDSL-based service to over the HFPL during Year 1 of the transition period. Rather, effective October 2, 2006, MCIm must provide xDSL-based service to any such New End Users via a line splitting arrangement, over a stand-alone xDSL Loop purchased from AT&T WISCONSIN, or through an alternate arrangement, if any, that the Parties may negotiate.

5. HFPL OFFERING

5.1 In those instances where AT&T WISCONSIN has deployed Digital Loop Carrier network architecture, in which the portion of the loop running from the AT&T WISCONSIN central office to a remote terminal is on fiber facilities and a portion of the loop running from the remote terminal to the customer is on a copper loop facility, AT&T WISCONSIN will make available access to the HFPL copper subloop pursuant to Appendix xDSL, Appendix Collocation and Appendix UNE (as to the general terms and conditions for subloops) and the terms of this Appendix, as applicable.

5.2 When AT&T WISCONSIN traditional retail POTS services are disconnected (as opposed to suspended) and not migrated to another carrier, AT&T WISCONSIN will notify MCIm that the broadband service will

be converted from a Line Sharing Circuit, or HFPL, to a full stand alone xDSL Loop or will be disconnected at MCIm's option. Absent a request from MCIm to disconnect use of the HFPL within three (3) business days of such notification from AT&T WISCONSIN, AT&T WISCONSIN will automatically convert the HFPL to a full standalone xDSL Loop. In the event the HFPL is converted to a full standalone xDSL Loop, AT&T WISCONSIN will not cause or require any interruption in service (except as provided below) to execute the loop access status change, unless otherwise requested by MCIm.

5.3 Retirement of Copper Loops. Prior to retiring any copper Loop (that has been replaced with a Fiber-to-the-Home Loop) used by MCIm for Line Sharing, AT&T WISCONSIN shall comply with the requirements for retirement of copper set forth in Appendix UNE of this Agreement.

6. INTENTIONALLY OMITTED

7. PROVISIONING

7.1 The HFPL will be provisioned over a loop that meets the basic metallic loop parameters required to provide xDSL services. Subject to Section 7.2 below, MCIm shall designate, at MCIm's sole option, what loop Conditioning AT&T WISCONSIN is to perform in provisioning the HFPL on the HFPL order. MCIm may request that AT&T WISCONSIN Condition a loop in association with the provisioning of the HFPL to MCIm to remove Excessive Bridged Tap(s), load coil(s) and/or repeater(s) at the loop Conditioning rates set forth on the Appendix Pricing.

7.2 For HFPL, if MCIm's requested Conditioning will significantly degrade the customer's analog voice service, AT&T WISCONSIN is not required to Condition a Loop; provided, however, for the HFPL, if AT&T WISCONSIN contends that Conditioning that loop will significantly degrade the voiceband services that AT&T WISCONSIN is currently providing over that loop, AT&T WISCONSIN must either: (i) locate another copper loop that can be conditioned, migrate AT&T WISCONSIN' voiceband service to that loop, and provide MCIm with access to the high frequency portion of that alternative loop; or (ii) if MCIm disputes AT&T WISCONSIN' contention that the Conditioning of that loop will significantly degrade the voiceband services, make a showing to the state commission that the original copper loop cannot be conditioned without significantly degrading voiceband services on that loop, and that there is no adjacent or alternative copper loop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.

7.3 Intentionally Omitted

7.4 HFPL Provisioning Intervals: The following provisioning intervals are applicable to each HFPL ordered by MCIm, regardless of the Actual Loop Length.

7.4.1 HFPL Provisioning Intervals When No Loop Conditioning Requested:

7.4.1.1 The provisioning and installation interval for the HFPL where no Conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-24 HFPL(s) per order or per End-User location, will be three (3) business days, or the provisioning and installation interval applicable to AT&T WISCONSIN's advanced services affiliate(s) in that same state, whichever is less.

7.4.1.2 For MCIm orders of 25-48 HFPLs per order or per End-User location where no Conditioning is requested, the provisioning and installation interval will be six (6) business days or as otherwise agreed upon by the parties.

7.4.1.3 For MCIm orders of 49-99 HFPLs per order or per End-User location where no Conditioning is requested, the provisioning and installation interval will be seven (7) business days, or as otherwise agreed upon by the Parties.

7.4.1.4 For MCIm orders of 100 or more HFPLs per order or per End-User location where no Conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.

7.4.2 HFPL Provisioning Intervals When Loop Conditioning Requested:

7.4.2.1 The provisioning and installation intervals for the HFPL where Conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-24 HFPL(s) per order or per End-User location, will be ten (10) business days, or the provisioning and installation interval applicable to AT&T WISCONSIN's advanced services affiliate's xDSL-based services where Conditioning is required in that same state, whichever is less.

7.4.2.2 For CLEC orders of 25 or more HFPLs per order or per End-User location where Conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.

7.5 For HFPL orders, intervals are contingent upon MCIm's End User's release of the voice grade circuit during normal working hours. In the event the loop over which the End User is being provided xDSL-based service over the HFPL by MCIm should require Conditioning during non-working hours, the due date may be adjusted consistent with the End User's release of the voice grade circuit and MCIm shall pay Maintenance of Service pursuant to the FCC tariffed rates referenced in Section 8.10 below.

7.6 Intentionally Omitted.

7.7 In connection with loops that are greater than 12,000 feet in Actual Loop Length, MCIm may request, by submitting a Local Service Request ("LSR") to AT&T WISCONSIN to have additional industry standard Conditioning performed in connection with an HFPL for which MCIm elected, on its initial HFPL order, not to have any of the recommended loop Conditioning performed or only partial loop Conditioning performed either: (i) after MCIm's initial HFPL order has been submitted but is still pending; or (ii) after MCIm has been provisioned an HFPL. In any such event, MCIm will be billed and shall pay for any requested loop Conditioning at the rates set forth on the attached Appendix Pricing, along with any applicable service order charges; provided, however, when AT&T WISCONSIN receives a MCIm request to add or modify Conditioning for a pending HFPL order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for Conditioning after an HFPL has been provisioned to MCIm for purposes of this subsection will be the same as set forth above in Subsection 7.1.2.

7.8 MCIm, at its sole option, may request shielded cabling between network elements and frames within the central office for use with the HFPL when used by MCIm to provision ADSL at the rates set forth on the attached Pricing Schedule. Tight twist cross-connect wire will be used on all identified DSL services on all central office frames.

8. SERVICE QUALITY AND MAINTENANCE

8.1 Intentionally Omitted.

8.2 Narrowband/voice service: If the narrowband, or voice, portion of a Loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, AT&T WISCONSIN shall repair the narrowband portion of the Loop without disturbing the broadband portion of the Loop. AT&T WISCONSIN and MCIm agree to coordinate in good faith any Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will AT&T WISCONSIN perform any Splitter testing, repair or maintenance that interrupts the flow of data to a MCIm customer without first attempting to coordinate with MCIm to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur; provided, however, if after attempts at reasonable

coordination have been made by AT&T WISCONSIN without resolution, AT&T WISCONSIN may restore narrowband voice service without MCIm's approval. When a connected facility assignment or an additional point of termination (CFA/APOT) change is required due to trouble in AT&T WISCONSIN' portion of the network, the pair change will be completed during the standard offered repair interval at no additional charge to MCIm.

8.2.1 AT&T WISCONSIN will offer a 24-hour clearing time, excluding weekends and holidays, on trouble reports referred by MCIm and found to be in the Central Office. If AT&T WISCONSIN isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by MCIm data equipment or MCIm-owned Splitter, AT&T WISCONSIN will attempt to notify MCIm and request a trouble ticket and committed restoration time for clearing the reported trouble. Either Party may offer the end user customer the option of restoring the POTS service if the end user customer is not satisfied with the repair interval provided by MCIm. If the end user customer chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either MCIm or AT&T WISCONSIN (or if MCIm has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to AT&T WISCONSIN cutting around the POTS Splitter/DSLAM equipment to restore POTS. When MCIm resolves the trouble condition in its equipment, MCIm will contact AT&T WISCONSIN to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in MCIm equipment, AT&T WISCONSIN will charge MCIm upon closing the trouble ticket the rates referenced in Section 8.10 below.

8.3 Maintenance of MCIm's Splitters

8.3.1 AT&T WISCONSIN is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter and MCIm is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter along with the Splitter itself.

8.3.2 Intentionally Omitted.

8.3.3 Procedures and Access. AT&T WISCONSIN will provide resolution of MCIm-referred trouble tickets for the HFPL at parity with repair intervals AT&T WISCONSIN provides to any of its affiliates in WISCONSIN providing advanced services for the HFPL.

8.3.3.1 If MCIm opens a trouble ticket for the HFPL portion of the loop to AT&T WISCONSIN and the problem is determined to be in MCIm's network, MCIm will pay AT&T WISCONSIN the applicable Commission-ordered tariff rate for trouble isolation, maintenance, and repair (as specified in Section 8.10 below) upon closing the trouble ticket.

8.3.3.2 MCIm-Owned Splitter

8.3.3.2.1 When MCIm owns the Splitter, MCIm is responsible for performing maintenance, repair and testing on the Splitter.

8.3.3.2.2 If AT&T WISCONSIN isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by MCIm data equipment or splitter, AT&T WISCONSIN will notify MCIm and request a trouble ticket and a committed restoration time from MCIm for clearing the reported trouble.

8.3.3.2.3 MCIm shall not rearrange or modify the retail POTS within its equipment in any way beyond the original HFPL service.

8.3.3.3 Test Head

8.3.3.3.1 AT&T WISCONSIN will provide MCIm access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a MCIm utilizing MLT intrusive test scripts, MCIm must have established data service on that loop and have specifically informed the customer that service testing will

interrupt both the data and voice telephone services served by that line. MCIm may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. MCIm shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on MCIm's trouble documentation for non-mechanized tests.

8.3.3.3.2 MCIm hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to AT&T WISCONSIN facilities and hereby agrees to release, defend and indemnify AT&T WISCONSIN, and hold AT&T WISCONSIN harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against AT&T WISCONSIN by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by MCIm.

8.3.3.3.3 MCIm shall have physical and/or remote test access to new test capabilities on the same terms and conditions (parity treatment) as AT&T WISCONSIN provides to other CLECs should such new test capabilities be developed. MCIm shall have physical and/or remote test access as specified herein.

8.3.3.4 Intentionally Omitted.

8.3.3.5 Intentionally Omitted.

8.4 Scope of AT&T WISCONSIN's Maintenance Service on the HFPL. AT&T WISCONSIN will provide the following maintenance services to MCIm with respect to the HFPL:

8.4.1 For loops 12,000 feet or less in Actual Loop Length, AT&T WISCONSIN's maintenance with respect to the HFPL shall be limited to assuring loop continuity and balance and verification that the loop was (or is) Conditioned by AT&T WISCONSIN to remove any excessive bridged tap(s), load coil(s) and/or repeaters subject to section 9.5 below.

8.4.2 For loops greater than 12,000 feet in Actual Loop Length for which MCIm elected that AT&T WISCONSIN not perform any recommended Conditioning in association with the HFPL, AT&T WISCONSIN's maintenance with respect to the HFPL shall be limited to assuring loop continuity and balance.

8.4.3 For loops greater than 12,000 feet in Actual Loop Length for which MCIm requested that AT&T WISCONSIN perform some or all of the recommended Conditioning in association with the HFPL, AT&T WISCONSIN will verify continuity, the completion of all requested Conditioning subject to Section 9.5 below, and will repair at no charge to MCIm any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

8.4.4 Intentionally Omitted

8.5 Intentionally Omitted.

8.6 AT&T WISCONSIN will not guarantee that the HFPL(s) ordered by MCIm will perform as desired by MCIm for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance.

8.7 For an HFPL currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T WISCONSIN to resolve a MCIm-initiated HFPL trouble ticket or a trouble identified by AT&T WISCONSIN, AT&T WISCONSIN, at its sole option, may perform an LST to resolve and close out the identified trouble. In the event that a request for Conditioning is received from the MCIm on an

HFPL currently in service and AT&T WISCONSIN determines that an LST can be performed, AT&T WISCONSIN will contact MCIm to inform that a LST will be performed in lieu of MCIm's requested Conditioning. In such cases that AT&T WISCONSIN elects to perform an LST to resolve the identified trouble, MCIm will be billed and shall pay for such LST at the rates set forth in Appendix Pricing. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T WISCONSIN network-related problem, then MCIm will not be charged the LST rate or for AT&T WISCONSIN' resolution of the trouble. If, however, the trouble is found to be a customer premises equipment ("CPE") or MCIm network or data equipment, or otherwise is found not to be an AT&T WISCONSIN network-related problem, then MCIm shall pay Maintenance of Service charges at the rates set forth in Appendix Pricing, in addition to the LST charge in the Appendix Pricing.

8.8 MCIm shall not rearrange or modify AT&T WISCONSIN's retail POTS service within MCIm's equipment in any way without advance notice and coordination with AT&T WISCONSIN.

8.9 When AT&T WISCONSIN provides HFPL, continuity is generally assumed as AT&T WISCONSIN retail POTS service is operating at the time of the order. Generally, AT&T WISCONSIN would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, AT&T WISCONSIN will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

8.10 The FCC tariffed rates found at Sections 13.2.6 of FCC No. 2 shall apply when MCIm is required to pay Maintenance of Service charges, on a time and material basis, in 30-minute increments as set forth hereinabove; provided, however, the tariffed rates referenced below in this Section shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by MCIm, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price of the tariffed charges referenced above.

9. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

9.1 MCIm will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain Splitters. When physically collocating, Splitters shall be installed in MCIm's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement. When virtually collocated, AT&T WISCONSIN will install, provision and maintain Splitters under the terms and conditions for virtual collocation set forth in Appendix Collocation of this Agreement. AT&T WISCONSIN will also allow a MCIm-owned shelf to be to be installed under the terms and conditions of virtual collocation.

9.1.1 When physically collocated, Splitters will be placed in traditional collocation areas as set forth in Appendix Collocation of this Agreement or applicable Commission-ordered tariff. In this arrangement, MCIm will have test access to the line side of the Splitter on the terminating end of the cross connect to the collocation arrangement. When virtually collocated, AT&T WISCONSIN will install the Splitter in an AT&T WISCONSIN bay and AT&T WISCONSIN will access the Splitter on behalf of MCIm for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. MCIm is not permitted direct physical access to the MDF or the IDF for testing.

9.1.1.1 Splitter provisioning will use standard AT&T WISCONSIN configuration cabling and wiring in AT&T WISCONSIN locations. AT&T WISCONSIN's Connecting Block layouts will reflect standard recognizable arrangements that will work with AT&T WISCONSIN Operations Support Systems ("OSS").

9.1.1.1.1 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements. The splitter data port and DSLAM will be hard-wired to each other.

9.1.1.2 All Splitter equipment must be compliant with applicable national standards and NEBS Level 1.

9.1.1.3 AT&T WISCONSIN shall provide cross-connect (tie) cables from the collocation cage to the Carrier Facility Assignment (CFA) for splitter arrangement within sixty (60) calendar days of receipt of MCIm's application.

10. LINE SHARE TURN-UP TESTING PROCEDURES

10.1 The Line Share Turn-Up Test will be performed only on HFPL orders. Line Share Turn-Up Test is comprised of several work steps to be completed by AT&T WISCONSIN central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

10.2 Line Share Turn-Up Test will be completed by close of business one (1) day prior to the HFPL due date.

10.3 Detailed procedures of this Line Share Turn-Up Test can be located in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section. MCIm will not be billed for the Line Share Turn-Up Test.

11. SPECTRUM MANAGEMENT

11.1 The Parties shall use spectrum management to manage the deployment of HFPL in accordance with the standards set forth in Section 8 of Appendix xDSL of this Agreement.

APPENDIX
NETWORK INTERCONNECTION METHODS/INTERCONNECTION TRUNKING

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APPENDIX NETWORK INTERCONNECTION METHODS/ INTERCONNECTION TRUNKING

This Appendix Network sets forth the terms and conditions for (1) Network Interconnection Methods (as set forth in sections 1 – 6) and (2) Interconnection Trunking Requirements (as set forth in sections 7 – 21) between the Parties' networks. For the purposes of this Appendix, "facilities" are the physical paths by which traffic is carried between the Parties' networks. "Trunking" requirements are the capacity needs related to the number of ports in a switch to support the amount of traffic being handed off between the networks.

1. DEFINITIONS

1.1 "Access Tandem" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for IXC-carried traffic.

1.2 Intentionally Omitted.

1.3 "End Office" or "End Office Switch" is as defined in Appendix Definitions.

1.4 Intentionally Omitted.

1.5 "IntraLATA Toll" traffic describes IntraLATA Traffic between two locations within one LATA where one of the locations lies outside the local calling area defined by the AT&TAT&T WISCONSIN tariff approved by the Commission.

1.6 "ISP-Bound Traffic" is as defined in Appendix Reciprocal Compensation.

1.7 "Local Tandem" refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular LCA (defined below).

1.8 "Local/Access Tandem" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic and IXC-carried traffic.

1.9 Intentionally Omitted.

1.10 "Local Interconnection Trunk Groups" are defined as trunk groups designated to exchange (between AT&T and MCIm) Section 251(b)(1) Traffic, (ii) ISP-Bound Traffic, and (iii) IntraLATA toll Traffic (delivered by AT&T or MCIm on behalf of their respective end users.

1.11 "Local/IntraLATA Tandem" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic.

1.12 Intentionally Omitted.

1.13 Intentionally Omitted.

1.14 A "Point of Interconnection" ("POI") is a physical point on AT&T WISCONSIN' network where AT&T WISCONSIN' and MCIm's networks meet and where traffic is delivered to each other. Each Party remains responsible for the facilities on its side of the POI.

1.15 Intentionally Omitted.

1.16 Section 251(b)(5) Traffic is as defined in Appendix Reciprocal Compensation.

1.17 "Section 251(b)(5)/IntraLATA Traffic" shall mean for purposes of this Appendix, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA toll Traffic originating from an end user obtaining local dial tone from MCIm where MCIm is both the Section 251(b)(5) Traffic and IntraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from AT&T WISCONSIN where AT&T-WISCONSIN is both the Section 251(b)(5) Traffic and IntraLATA toll provider.

1.18 "Trunk" or "Trunk Group" is as defined in Appendix Definitions.

2. NETWORK INTERCONNECTION METHODS

2.1 Upon request by MCIm, AT&T WISCONSIN shall provide interconnection for the facilities and equipment of MCIm with AT&T WISCONSIN' network for the transmission and routing of Telephone Exchange Service and Exchange Access at any Technically Feasible POI inside the geographical areas in which AT&T WISCONSIN is the Incumbent LEC and within AT&T WISCONSIN' network. The interconnection must be at least equal in quality to that provided by AT&T WISCONSIN to itself or to any subsidiary, Affiliate, or any Third Party to which AT&T WISCONSIN provides Interconnection. AT&T WISCONSIN shall provide Interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act.

2.2 In accordance with the requirements of this Agreement, the Parties shall establish POI(s) at any Technically Feasible point inside the geographical areas in which AT&T WISCONSIN is the Incumbent LEC and within AT&T WISCONSIN' network by any Technically Feasible means established herein, including, but not limited to, a Fiber Meet.

2.3 If MCIm determines to establish new or change existing Interconnection arrangements with AT&T WISCONSIN, it will provide written notice of the need to establish or change such Interconnection to AT&T WISCONSIN. Upon receipt of MCIm's notice to interconnect, the Parties shall within thirty (30) days or other mutually agreed to timeframe schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The Interconnection Activation date will be mutually agreed upon and will begin based on a reasonable schedule established at these meetings.

2.4 If either Party deploys additional Tandems and/or End Office switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional switches in such LATA, the Parties will work cooperatively to establish such Interconnection.

2.5 MCIm is solely responsible for the facilities that carry OS/DA, 911, and Meet-Point trunk groups.

2.6 The physical architecture plan will, at a minimum, include the location of MCIm's switch(es) and AT&T WISCONSIN' End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities.

2.7 The Parties will designate Points of Interconnection for demarcation of the Parties' networks for purposes of maintenance and provisioning. AT&T WISCONSIN will be responsible for engineering and maintaining its network on its side of the Points of Interconnection. MCIm will be responsible for engineering and maintaining its network on its side of the Points of Interconnection.

3. NETWORK ARCHITECTURE AND POINTS OF INTERCONNECTION

3.1 Each Party is responsible, including financially, for the facilities and engineering on its side of the POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility to the POI(s). The Parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between MCIm and AT&T WISCONSIN.

3.2 Neither Party shall dismantle any established POI unless it either reaches an agreement with the other Party or receives Commission approval.

4. METHODS OF INTERCONNECTION

4.1 Physical Collocation

4.1.1 When MCIm provides its own facilities or uses the facilities of a 3rd Party to an AT&T WISCONSIN Tandem or End Office and wishes to place its own transport terminating equipment

at that location, MCIm may interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

4.2 Virtual Collocation

4.2.1 When MCIm provides its own facilities or uses the facilities of a 3rd Party to an AT&T WISCONSIN Tandem or End Office and wishes for AT&T WISCONSIN to place transport terminating equipment at that location on MCIm's behalf, they may interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation.

4.3 Methods of Interconnection Without Collocation

4.3.1 When MCIm does not wish to collocate transport terminating equipment at an AT&T WISCONSIN Tandem or End Office, MCIm may:

(i) self provision, or

(ii) deploy third party interconnection facilities.

4.4 Fiber Meet Interconnection

4.4.1 Fiber Meet Interconnection between AT&T WISCONSIN and MCIm can occur at any mutually agreeable and technically feasible point between MCIm's premises and an AT&T WISCONSIN Tandem or End Office within each local exchange area. The Parties may mutually agree to other design options.

4.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate the Interconnection as described herein. Only Local Interconnection Trunk Groups shall be provisioned over this facility. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

4.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

4.4.4 The Parties will mutually agree on the minimum data rate hand off of the SONET transmission system and it will be determined during implementation meetings. The Parties may agree to an initial minimum deployment of facilities at the OC48 level.

4.4.4.1 AT&T WISCONSIN shall, wholly at its own expense, procure, install, and maintain the specified Fiber Optic Terminal ("FOT") equipment in each AT&T WISCONSIN Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.

4.4.4.2 MCIm shall, wholly at its own expense, procure, install and maintain the specified FOT equipment in each MCIm Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.

4.4.4.3 There are two basic Fiber Meet design options available as described below. The option selected must be mutually agreeable to both Parties. Additional arrangements may be

mutually developed and agreed to by the Parties pursuant to the requirements of this section.

4.4.4.3.1 Design One: MCIm and AT&T WISCONSIN shall provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. AT&T WISCONSIN will provide the fibers associated with the "working" side of the system. MCIm will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the AT&T WISCONSIN location.

4.4.4.3.2 Design Two: MCIm will provide fiber cable to the last entrance (or AT&T-WISCONSIN designated) manhole at the AT&T-WISCONSIN Tandem or End Office switch. AT&T-WISCONSIN shall make all necessary preparations to receive and to allow and enable MCIm to deliver fiber optic facilities into that manhole. MCIm will provide a sufficient length of Fiber cable for AT&T-WISCONSIN to pull through the AT&T-WISCONSIN cable vault. MCIm shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T-WISCONSIN shall take the fiber from the manhole and terminate it inside AT&T-WISCONSIN' office at the cable vault at AT&T-WISCONSIN' expense. In this case the POI shall be at the AT&T-WISCONSIN designated manhole location.

4.4.5 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Both Parties agree to establish separate and distinct timing sources, which are not derived from the other, and meet the criteria identified above.

4.5 Other Interconnection Methods

4.5.1 AT&T WISCONSIN shall provide any other technically feasible Interconnection method mutually agreed to by the Parties.

5. INTENTIONALLY OMITTED

6. SIZING AND STRUCTURE OF INTERCONNECTION FACILITIES

6.1 The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements.

6.2 The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will mutually agree to determine the appropriate sizing for facilities based on these standards.

6.3 The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall begin discussion to plan facility relief when the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

7. INTERCONNECTION TRUNKING ARRANGEMENTS

7.1 General

7.1.1 The Parties will establish Local Interconnection Trunk Groups.

7.1.1.1 Intentionally Omitted.

7.1.2 The Parties will establish other Interconnection trunk groups as may be required for the exchange of other traffic, including but not limited to Meet Point, Mass Calling, 911, and Operator Services and Directory Assistance.

7.1.3 MCIm shall have administrative control over the ASR in the establishment of Interconnection trunk groups in addition to the initial combinations described above.

7.1.4 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either party's Switch in accordance with the serving arrangements defined in this Agreement and the LERG.

7.1.5 Where the Parties deliver miscellaneous calls (i.e., time, weather, etc.) destined for each other over the Local Interconnection Trunk Groups, the Parties shall deliver the traffic in accordance with the serving arrangements defined in the LERG.

7.2 Technical Interfaces

7.2.1 When interconnecting at AT&T WISCONSIN' switches, the Parties have a preference for use of B8ZS ESF trunks for all traffic between their networks. Where available, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available and deployed.

7.2.2 The Parties agree to provide facility electrical handoffs of DS1 or DS3 and at optical handoffs of OCn levels where available and mutually agreed between the Parties. When a DS3 handoff is agreed to by the Parties, AT&T WISCONSIN will provide any multiplexing required for DS1 facilities or trunking at their end and MCIm will provide any DS1 multiplexing required for facilities or trunking at their end.

8. TRUNKING

8.1 AT&T WISCONSIN deploys in its network Tandems that switch Section 251 (b)(5) and ISP-Bound only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem), Tandems that switch Section 251(b)(5)/IntraLATA Traffic only, and Tandems that switch both Section 251 (b)(5) and ISP-Bound Traffic and IntraLATA/InterLATA traffic (local/Access Tandem). In addition AT&T WISCONSIN deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to end user customers.

8.2 For interconnection trunks established after the Effective Date of this Agreement, two-way trunking shall be established for all Local Interconnection Trunk Groups. The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data as described in the Trunk Data Exchange section below.

8.3 End Office Trunk Groups

8.3.1 Direct End Office trunks terminate traffic from a MCIm switch to an AT&T WISCONSIN End Office and are not switched at a Tandem location. MCIm shall establish a two-way direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Local Tandem unless the End Office does not subtend any local tandem. All traffic received by AT&T WISCONSIN on the Direct End Office trunk group from MCIm must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office.

8.4 In addition to the Interconnection trunking arrangements described above, either party may establish End Office-to-End Office or End Office-to-Tandem or Tandem-to-Tandem trunk groups. In the case of host-remote End Offices, trunking arrangements may be established at the location of the host.

8.5 The Parties recognize that embedded one-way trunks exist for Section 251 (b)(5)/IntraLATA Traffic via end point meet facilities. The Parties agree the existing one-way trunking architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a Fiber Meet architecture. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. The Parties agree to develop a cutover plan and project manage the cutovers.

8.6 Traffic Direction

8.6.1 The Parties shall not apportion the cost for two-way trunks based upon each Party's relative use (i.e. traffic direction) of such trunks.

8.7 Tandem Trunk Groups – Single Tandem LATAs

8.7.1 MCIm shall establish direct trunking to an AT&T WISCONSIN tandem if busy hour traffic reaches the DS-1 level for three consecutive months.

8.8 Tandem Trunk Groups – Multiple Tandem LATAs

8.8.1 MCIm shall establish direct trunking to an AT&T WISCONSIN tandem if busy hour traffic reaches the DS-1 level for three consecutive months.

9. MEET POINT TRUNKING ARRANGEMENTS

9.1 IXC-carried intraLATA and interLATA toll traffic shall be transported between MCIm's Central Office and AT&T WISCONSIN' Access Tandem over a "Meet Point" Trunk Group separate from Section 251 (b)(5)/IntraLATA Traffic Except for any embedded based of one-way trunks existing as of the Effective Date, InterLATA trunk groups will be set up as two-way and will utilize SS7 signaling, except Multi-Frequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.

9.2 Meet Point Interconnection Trunk Groups will be established between MCIm's Switch and AT&T WISCONSIN Access or combined Local Access Tandem to transport InterLATA traffic separate from Section 251 (b)(5)/IntraLATA Traffic. The Parties will establish separate trunk groups to each AT&T WISCONSIN Access Tandem under which MCIm's NXXs home.

9.3 Intentionally Omitted.

9.4 Intentionally Omitted.

9.5 Intentionally Omitted.

9.6 Intentionally Omitted.

9.7 AT&T WISCONSIN will not block switched access customer traffic delivered to the AT&T WISCONSIN Tandem for completion on MCIm's network. In no event will AT&T WISCONSIN be required to route such traffic through more than one Tandem for connection to/from switched access customers. AT&T WISCONSIN shall have no responsibility to ensure that any switched access customer will accept traffic that MCIm directs to the switched access customer.

9.8 Toll Free Trunking Arrangements

9.8.1 If MCIm chooses AT&T WISCONSIN to handle 800/(8YY) database queries from its switches, all MCIm originating 800/(8YY) traffic will be routed over the InterLATA Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and

MCIm 800/(8YY) service that will be identified and segregated by carrier through the database query handled through AT&T WISCONSIN Tandem switch.

9.8.2 MCIm may handle its own 800/8YY database queries from its switch. If so, MCIm will determine the nature (local/IntraLATA/InterLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, MCIm will route the post-query local or IntraLATA converted ten-digit local number to AT&T WISCONSIN over the Local Interconnection Trunk Groups. In such case, MCIm is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, MCIm will route the post-query InterLATA call (800/8YY number) directly from its switch for carriers interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to AT&T WISCONSIN' Access Tandem. Calls will be routed to AT&T WISCONSIN over the Local Interconnection Trunk Groups and InterLATA trunk groups within the LATA in which the calls originate.

9.8.3 Intentionally Omitted.

9.8.4 All originating Toll Free Service (800/8YY) calls for which MCIm requests that AT&T-WISCONSIN perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

9.8.5 All post-query Toll Free Service (800/8YY) calls for which MCIm performs the SSP function, if delivered to AT&T-13STATE, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by MCIm using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.

10. 911 TRUNKING ARRANGEMENTS

10.1 Upon request, AT&T WISCONSIN will provide nondiscriminatory access to its 911/E911 facilities and databases, equal in quality to that provided to itself, facilitating the provision of service to MCIm. The Parties agree to provide access to 911/E911 in a manner that is transparent to the Customer. The Parties will work together to facilitate the prompt, reliable, and efficient Interconnection of MCIm's systems to AT&T WISCONSIN' 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which AT&T WISCONSIN provides to itself, its Customers, subsidiaries, Affiliates or any third-party.

10.2 Subject to section 10.2.1 below (Trunking Exception), MCIm, with AT&T WISCONSIN' cooperation shall establish dedicated trunks from MCIm's Central Office to each AT&T WISCONSIN 911/E911 Selective Router (i.e., 911 Tandem Office) for the provision of 911/E911 services and for access to all subtending PSAPs ("911 Interconnection Trunk Groups"). MCIm may establish such Interconnection by providing its own facilities/trunks, or by leasing such facilities/trunks from a third party.

10.2.1 TRUNKING EXCEPTION The Parties agree that MCIm shall not be required to establish 911 trunking or interconnection to AT&T WISCONSIN's 911 Selective Routers in rate centers where MCIm does not originate local (dial tone) traffic for its end user customers ("Non-Dial Tone Rate Centers"). MCIm shall identify such Non-Dial Tone Rate Centers when completing the "MCIm to AT&T Network Information Sheet" ("NIS") and AT&T WISCONSIN specifically agrees that no other notification shall be required of MCIm. AT&T WISCONSIN shall not be required to provide 911 services for those Non-Dial Tone Rate Centers designated by MCIm on a NIS. MCIm agrees that it will not originate dial tone service for its customers in such Non-Dial Tone Rate Centers until 911 connectivity has been established pursuant to the requirements of this Agreement and Applicable Law. MCIm acknowledges that, if MCIm wishes to begin offering originating dial tone service in a Non-Dial Tone Rate Center, the establishment of 911 connectivity for these existing rate centers shall be subject to the same intervals for establishing 911 connectivity that are applicable to new rate centers. When MCIm designates a rate center

as a Non-Dial Tone Rate Center, MCIm agrees to indemnify AT&T WISCONSIN, in accordance with the requirements of the General terms, for any 911 claims made by MCIm's customers in that Non-Dial Tone Rate Center arising from MCIm's decision not to interconnect with AT&T WISCONSIN's 911 Selective Routers in that Non-Dial Tone Rate Center.

10.3 AT&T WISCONSIN shall assure sufficient capacity at the 911 selective router to meet MCIm's requests for Interconnection within twenty (20) business days after receipt of the request. When AT&T WISCONSIN network force and load conditions require a longer implementation timeframe, AT&T WISCONSIN will notify MCIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. AT&T WISCONSIN is not responsible to provide diversity for MCIm to the 911 selective router.

10.4 AT&T WISCONSIN shall provide the following information to MCIm, and shall promptly notify MCIm of any changes:

10.4.1 AT&T WISCONSIN processes and requirements for ordering trunks for 911 service and Interconnection to the 911 selective router.

10.4.2 Trunk group specifications.

10.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.

10.4.4 Intentionally Omitted.

10.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.

10.4.6 Intentionally Omitted.

10.5 Intentionally Omitted.

10.6 Incoming trunks for 911 shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.

10.7 Interconnection for Primary and Diverse Routes. MCIm's Point of Interconnection (POI) for E911/911 Service shall be at the AT&T WISCONSIN 911 Selective Router. These facilities are the financial responsibility of MCIm. MCIm shall pay tariff charges for diverse routes. MCIm will be responsible for determining and ordering the proper quantity of E911/911 trunks. These trunks shall be delivered by AT&T WISCONSIN within twenty (20) business days after receipt of the order. If AT&T WISCONSIN requires additional information, MCIm agrees to cooperate to provide such information in order to complete the order. When AT&T WISCONSIN network force and load conditions require a longer implementation timeframe, AT&T WISCONSIN will notify MCIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, MCIm and AT&T WISCONSIN will cooperate to promptly test all E911/911 trunks and transport facilities between MCIm's network and the AT&T WISCONSIN Selective Router to assure proper functioning of the 911 service. MCIm will not turn-up live 911 traffic until successful call through testing is completed by both Parties.

10.8 Except as set forth in Section 10.2 of this Appendix Network, MCIm will be responsible for providing a separate 911 trunk group for each rate center, county or geographic area that MCIm serves, if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single 911 trunk group. When a unique default routing condition is present, MCIm shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. MCIm is responsible for requesting and payment of facilities routed diversely for 911 interconnection.

10.9 MCIm will be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AT&T WISCONSIN 911 selective router Office(s).

10.10 MCIm shall provide sufficient facilities/trunks to route MCIm originating 911 calls to the 911 selective router. MCIm is responsible to request and pay for facilities routed diversely for 911 interconnection.

10.11 Intentionally Omitted.

10.12 MCIm shall monitor the 911 trunks for the purpose of determining originating network traffic volumes. MCIm will notify AT&T WISCONSIN if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes. If the traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, MCIm shall request and pay for facilities carrying additional trunks from AT&T WISCONSIN at the applicable access tariff rates.

10.13 Where 911 interconnection is established, MCIm acknowledges that its End Users in a single local calling scope may be served by different selective routers and MCIm shall be responsible for providing facilities to route calls from its End Users to the proper 911 selective router.

11. HIGH VOLUME CALLING TRUNK GROUPS

11.1 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.

11.2 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. MCIm will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

11.3 It is recommended that this group shall be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

11.4 If MCIm should acquire a HVCI/Mass Calling customer, i.e. a radio station, MCIm shall notify AT&T WISCONSIN of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T WISCONSIN HVCI/Mass Calling Serving Office to the MCIm customer's serving office and AT&T WISCONSIN shall establish this trunk group.

11.5 If MCIm finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, MCIm may request a meeting to coordinate with AT&T WISCONSIN the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that MCIm establishes a new choke NXX, MCIm must notify AT&T WISCONSIN a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T WISCONSIN will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the AT&T WISCONSIN Public Response HVCI/Mass Calling Network Access Tandem to MCIm's choke serving office.

11.6 Intentionally Omitted.

12. OPERATOR SERVICES TRUNKING ARRANGEMENTS

12.1 If AT&T WISCONSIN agrees through a separate appendix or contract to provide Operator Services for MCIm the following trunk groups are required:

12.1.1 Where MCIm purchases Operator Services from AT&T WISCONSIN, the Parties will establish separate trunk groups from MCIm's Switch to AT&T WISCONSIN operator switch ("Operator Services Trunk Groups").

12.1.2 When AT&T WISCONSIN' operator is under contract to provide Busy Line Verification/Emergency Interrupt service to MCIm's end user customer, AT&T WISCONSIN will utilize a separate one-way trunk group using MF signaling, from AT&T WISCONSIN' Operator Services Tandem to MCIm's Switch.

12.2 If MCIm does not purchase unbundled Operator Services from AT&T-WISCONSIN, the Parties may interconnect their respective OS platforms for the purposes of inward operator assistance, (see Appendix Inward), as follows:

12.2.1 The parties shall mutually agree on the physical interconnection necessary to route these call, subject to the Dispute Resolution section of the General Terms and Conditions of the Agreement.

12.2.2 Intentionally Omitted.

13. DIRECTORY ASSISTANCE TRUNKING ARRANGEMENTS

13.1 MCIm may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T WISCONSIN Operator Services Tandem in the LATA for the NPA MCIm wishes to serve. This trunk group is setup as one way outgoing only and utilizes Modified Operator's Services Signaling (2 Digit Automatic Number Identification (ANI)). MCIm will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

14. SIGNALING

14.1 Where Signaling System 7 (SS7) is deployed, the Parties will use SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for SS7 based features.. The Parties may interface with one another on an SS7 basis either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7 based features between their respective networks, including CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. The Parties shall exchange unaltered SS7 signaling parameters, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.

14.2 Where available, the Parties will provide network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC"), Common Channel Signaling (CCS) Platform and CIC/OZZ information (non-CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.

15. INTENTIONALLY OMITTED

16. FORECASTING

16.1 MCIm agrees to provide an initial non-binding trunk forecast for establishing the initial Interconnection trunks. AT&T WISCONSIN shall review this forecast and if it has any additional information that will change the forecast shall provide this information to MCIm. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual

publication of the AT&T WISCONSIN General Trunk Forecast. These forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three (3) years. Parties agree to the use of Common Language Location Identification (CLLI) coding.

16.2 AT&T WISCONSIN shall accommodate all orders for trunks within forecast. Orders for trunks that exceed forecasted quantities for forecasted locations by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group will be accommodated as facilities or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

16.3 If forecast quantities are in dispute by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS-0 trunks.

16.4 The semi-annual forecasts shall include:

16.4.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

16.4.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

16.5 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.

16.6 MCIm and AT&T WISCONSIN will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

17. TRUNK DESIGN BLOCKING CRITERIA

17.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS[1]
Local Direct End Office (Final)	1 %
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

[1] During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

18. TRUNK SERVICING

18.1 Trunk sizing responsibilities for Operator Services trunks used for stand-alone Operator Service are the sole responsibility of MCIm.

18.2 Utilization shall be defined as Trunks required as a percentage of Trunks In Service. Trunks required shall be determined using methods described in this Appendix using Design Blocking Objectives stated above.

18.3 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds.

18.4 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). MCIm will have administrative control for the purpose of issuing ASR's on one-way or two-way trunk groups. The Parties agree that neither party shall alter trunk sizing without first conferring with the other Party.

18.5 Both Parties may send an ASR or a Trunk Group Service Request (TGSR) to the other party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface. MCIm's preference is to use the ASR process to trigger changes to Local Interconnection Trunk Groups. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days. The intervals used for the provisioning process will be the same as those used for AT&T WISCONSIN Switched Access service.

18.6 BLOCKING - In a blocking final situation, a TGSR will be issued by AT&T WISCONSIN when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. MCIm upon receipt of a TGSR, in a blocking situation, will issue an ASR to AT&T WISCONSIN within three (3) business days after receipt of the TGSR or sooner as agreed to by the Parties, and upon review and in response to the TGSR received. MCIm will note "Service Affecting" on the ASR.

18.7 UNDER UTILIZATION - In an under utilization situation (where more capacity exists than actual usage requires) the Parties agree that if a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance an order to resize the trunk group, which must be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained. AT&T WISCONSIN may send a TGSR to MCIm to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, MCIm will, within the ten (10) business days of such receipt, either (i) issue an ASR to AT&T WISCONSIN or (ii) request that the Parties schedule a joint planning discussion for the TGSR.

18.8 If MCIm does not respond to the TGSR within the ten (10) business day period described above, AT&T WISCONSIN will contact MCIm to schedule a joint planning discussion. If MCIm will not agree to meet within an additional ten (10) business days and present adequate reason for keeping trunks operational, AT&T-WISCONSIN reserves the right to issue an ASR to resize the Local Interconnection Trunk Groups and facilities.

19. PROVISIONING

19.1 AT&T WISCONSIN shall provide a Firm Order Confirmation (FOC) within five business days for trunk augments, and within seven business days for new trunk groups, after receipt of a complete and accurate order.

19.1.1 In cases where AT&T WISCONSIN has issued a FOC and, facilities are found not to be available, MCIm shall utilize AT&T WISCONSIN' escalation process. For facility/switching equipment shortages, AT&T WISCONSIN shall include relief date status and explanation for the shortage under the "REMARKS" field. If no relief date is available, "further status due date" shall

be provided. On the date that status is due, AT&T WISCONSIN shall re-FOC with updated status by close of business.

19.2 Orders that comprise a major project may be submitted over a period of several days, and their implementation will be jointly planned and coordinated. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders, greater than 4 DS1s or related activities between and among AT&T WISCONSIN and MCIm work groups, including, but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

19.3 The Parties shall cooperate with each other to test all trunks prior to turn up.

19.4 Due dates and intervals used for the provisioning process are provided in the CLEC Online handbook. The Parties shall notify each other if there is any change affecting the service requested, including, but not limited to, the due date. If either Party is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk Groups by the due date, the other Party will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If either Party requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the issuing Party. Should the issuing Party fail to cancel such ASR, the other Party shall treat that ASR as though it had been canceled.

19.5 The Parties shall share responsibility for their respective Control Office functions for Local Interconnection Trunk Groups and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for such trunks and trunk groups.

19.6 Intentionally Omitted

19.7 MCIm and AT&T WISCONSIN shall:

19.7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

19.7.2 Notify each other when there is any change affecting the service requested, including the due date.

20. TRUNK DATA EXCHANGE

20.1 MCIm has requested and AT&T WISCONSIN shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in MCIm's network. A trunk group utilization report (TIKI) is also available, upon request. The TIKI report is provided in a MS-Excel format.

20.2 The Parties agree to exchange traffic data on trunks and to implement such an exchange within three (3) months of the date that trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data. Parties agree to establish a timeline for implementing an exchange of traffic data utilitizing the DIXC process via network data mover (NDM)/FTP computer to computer File Transfer Process (FTP).

20.3 DIXC traffic data will include, but not be limited to, the following:

20.3.1 Usage (total usage measured in centum call seconds)

20.3.2 Peg Count (Peg count of originating call attempts including overflow)

20.3.3 Overflow (Peg count of originating call attempts failing to find an idle trunk)

20.3.4 Maintenance Usage (total maintenance usage measured in centum call seconds)

20.3.5 Maintenance Busy Counts (total count of trunks made maintenance busy)

20.4 DIXC traffic data shall be collected as follows:

20.4.1 Hourly on the clock hour

20.4.2 Twenty-four (24) hours per day (0000-2400)

20.4.3 Seven (7) days per week (including holidays)

20.4.4 Fifty-two (52) weeks per year

21. MAINTENANCE TESTING AND REPAIR

21.1 MCIm and AT&T WISCONSIN shall work cooperatively to install and maintain a reliable network. MCIm and AT&T WISCONSIN shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability. In addition, the Parties agree to:

21.1.1 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet industry standard acceptance test requirements, and are placed in service by the due date. Either Party may initiate the joint activities.

21.1.2 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.

21.1.3 Advise each other's Control Office if there is an equipment failure that will affect the Interconnection trunks.

21.1.4 Provide each other with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day / seven (7) days a week.

21.1.5 Provide to each other test line numbers and access to test lines, including a test line number that returns answer supervision in each NPA-NXX opened by a Party.

22. INTENTIONALLY OMITTED

23. NETWORK MANAGEMENT

23.1 Protective Controls. Either Party may use protective network traffic management controls such as 7 and 10 digit code gaps set at appropriate levels on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. MCIm and AT&T WISCONSIN shall immediately notify each other of any protective control action planned or executed.

23.2 Expansive Controls. Where the capability exists, originating or terminating traffic re-routes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

23.3 Mass Calling. MCIm and AT&T WISCONSIN shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

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NUMBER PORTABILITY

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APPENDIX NUMBER PORTABILITY

1. GENERAL

1.1 Permanent Number Portability (PNP) is an arrangement whereby an end user customer that switches local exchange service subscription from one LEC to another LEC is permitted to retain the existing LEC telephone number assigned to the end user for its use. For the porting of a number, the end user customer's location must remain within the rate center associated with the NPA-NXX of the end user customer's telephone number.

1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which Permanent Number Portability (PNP, also referred to as Long-Term Number Portability, or LNP) will be provided in response to applicable FCC Orders. As such, the parties agree to provide PNP via LRN to each other as required by such applicable FCC Orders or applicable national standards such as ATIS (Alliance for Telecommunications Industry Solutions) NANC (North American Numbering Council), and NENA (National Emergency Number Association).

2. LOCAL NUMBER PORTABILITY DESCRIPTION

2.1 The switch's LRN software determines if the called Party is in a portable NXX. If the called Party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2.2 When the called number with a portable NXX is ported, a LRN is returned to the switch that launched the query. Per industry interoffice signaling standards, the LRN appears in the CPN (Calling Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field. In addition, the Jurisdictional Identification Parameter (JIP) field will be populated with the first six digits (NPA-NXX format) of the appropriate LRN of the originating switch.

2.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

3. REGULATIONS

3.1 Each Party shall become responsible for end user customers telecommunication related items, e.g., E911, Directory Listings, Operator Services, Line Information Data Base (LIDB), when they port the end user customers telephone number to their switch. Each Party agrees to follow the industry standards for National Emergency Numbering Association (NENA) and industry agreements for migration of E911 record data.

3.1.1 The Parties do not offer PNP in conjunction with service codes (e.g., 411) or Service Access codes (e.g., 500, 700, 800, 900), or codes assigned to each Party for their own use, e.g. an NXX assigned for the Party's official service.

3.1.2 The porting Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for PNP.

3.1.3 When either Party makes a switch LNP capable, all applicable NXXs in that switch will be shown as portable in the LERG.

3.1.4 Both Parties will work cooperatively to implement appropriate OBF LSR guidelines and NANC due date intervals through the Change Management Process. These LSR formats may differ between companies by geography and where it is necessary to change format, the Parties

making the change agree to inform the other company and work cooperatively to implement the change.

3.1.5 The Parties agree to port reserved numbers per the NANC guidelines.

3.1.6 Unless pooling of numbers is required, when a ported telephone number becomes vacant (e.g. the telephone number is no longer in service by the original end user customer) the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native. If number pooling is required, the Parties agree to abide by such requirements in regard to now vacant, previously ported numbers.

3.1.7 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

3.1.8 Each Party shall abide by NANC provisioning and implementation process.

3.1.9 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

3.1.10 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Inter-Industry LNP National Operations Team for porting.

3.1.11 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

3.1.12 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

3.1.13 To the extent technically feasible, each Party agrees to provide the appropriate JIP String, as specified in GR-2936-CORE (Local Number Portability (LNP) capability specifications: Service Provider Portability).

3.2 SPNP Query Service

3.2.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

3.2.2 If MCIm chooses not to fulfill its N-1 carrier responsibility, AT&TAT&T WISCONSIN will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, AT&T WISCONSIN will charge and MCIm agrees to pay the default queries charges set forth in Section 6 of the FCC No. 2 Access Services Tariff. AT&T WISCONSIN provides MCIm the optional use of the AT&T WISCONSIN' LNP database via the SPNP Query Service.

3.2.3 AT&T WISCONSIN provides MCIm the optional use of the AT&T WISCONSIN LNP Database. When MCIm orders SPNP Query Service-Database, AT&T WISCONSIN shall charge and MCIm agrees to pay the SPNP Query Service-Database service charges set forth in Appendix Pricing. The MCIm's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. AT&T WISCONSIN' LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.4 When purchasing the SPNP Query Service - Database, MCIm will access AT&T WISCONSIN' facilities via an SS7 link to the AT&T WISCONSIN STP.

3.2.5 When purchasing the SLNP Query Service - Database, MCIm will advise AT&T WISCONSIN of the entry point(s) of queries to the AT&T WISCONSIN network and provide a query forecast for each entry point.

4. LIMITATIONS

4.1 For PNP, MCIm shall submit a separate DSR for the listing of MCIm's end user customer in White Pages and Directory Assistance.

5. INTENTIONALLY OMITTED

6. MASS CALLING

6.1 General Terms and Conditions

6.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by AT&T WISCONSIN in special circumstances where large numbers of incoming calls are solicited by an end user and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of end user customer objectives usually create this condition: (a) low call completion; and (b) high call completion.

6.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, AT&T WISCONSIN will provide mass calling code portability using a non-LRN solution.

6.2 Service Provided

6.2.1 AT&T WISCONSIN will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the AT&T WISCONSIN mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the AT&T WISCONSIN mass calling tandem. The mass calling tandem will then route the calls over dedicated MF trunks to the AT&T WISCONSIN's choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

6.2.2 When MCIm requests that a AT&T WISCONSIN number with a mass calling NXX code be ported to its network, AT&T WISCONSIN will build translations at the CSO to route the incoming calls to a MCIm provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to MCIm's central office.

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APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which AT&T WISCONSIN will coordinate with MCIm with respect to NXX assignments.

2. GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

2.2 At a minimum, in those Metropolitan Exchange Areas where MCIm is properly certified by the appropriate regulatory body and intends to provide local exchange service, MCIm shall obtain a separate NXX code for each AT&T WISCONSIN Rate Center or Rate District (which ever is smaller) which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). Where pooling is done, MCIm will obtain blocks of numbers in thousand increments rather than a full NXX for rate areas served by MCIm.

2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is limited to Rate Center/Rate District boundaries of the incumbent LEC due to rating and routing concerns.

2.4 Each Party is responsible to test, load, program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Business Integrated Rating and Routing Database System (BIRRDS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' end user customers of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 NXX reassignment/migration is permissible upon agreement of the Parties. Upon request by either Party to migrate an NXX, the Parties will determine the reassignment/migration process and any applicable charges per Appendix Pricing. The Parties agree to follow established industry practice for code transfer and LERG reassignment.

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OPERATIONS SUPPORT SYSTEM

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APPENDIX OPERATIONS SUPPORT SYSTEM

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which AT&T WISCONSIN provides access to AT&T WISCONSIN's Operations Support System (OSS) "functions" to MCIm for pre-ordering, ordering, provisioning, and maintenance/repair, and billing as provided by AT&T WISCONSIN.

1.2 With respect to all matters covered by this Appendix, the Parties will comply with the AT&T Plan of Record (POR) final version for Uniform and Enhanced OSS ("Uniform POR") as approved by the FCC on 9/22/00 and the AT&T-13STATE Change Management Process "CMP" Document, subject to applicable state law or Commission orders. If specific performance under this Appendix is not detailed in the Uniform POR or CMP, it will then be governed by the terms and conditions of this Appendix.

1.3 Definitions

1.3.1 "LSC" means the Local Service Center for AT&T WISCONSIN.

1.3.2 "LOC" means the Local Operations Center for AT&T WISCONSIN.

2. GENERAL CONDITIONS

2.1 Performance Standards. AT&T WISCONSIN shall comply with the service guarantees and Performance Standards, measurements, and reporting regarding OSS Functions, set forth in Appendix Performance Measurements. Further, AT&T WISCONSIN will compensate MCIm in accordance with Appendix Performance Measurements for any OSS Function-related Performance Standards AT&T WISCONSIN fails to meet.

2.2 MCIm agrees to utilize AT&T WISCONSIN electronic interfaces, as described herein, for the purposes of establishing and maintaining Resale Services, UNEs, local number portability, or local Interconnection trunking through AT&T WISCONSIN. In addition, MCIm agrees that for AT&T WISCONSIN such use will comply with AT&T WISCONSIN' Security Policies and Guidelines incorporated in Section 8. Notwithstanding anything in this Appendix to the contrary, failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, MCIm agrees to indemnify and hold AT&T WISCONSIN harmless against any claim made by an end user customer of MCIm or other third party against AT&T WISCONSIN caused by or related to MCIm's use of any AT&T WISCONSIN OSS in accordance with the indemnity provisions set forth in Section 16 of the general terms and conditions. AT&T WISCONSIN shall be permitted to audit all activities by MCIm using any AT&T WISCONSIN OSS not more than once annually, upon written notice to MCIm. Such written notice shall specify the type of information AT&T WISCONSIN is seeking and shall also specify the reason AT&T WISCONSIN is seeking the audit, including any alleged "misuse" of the OSS by MCIm. MCIm shall provide the requested information within fourteen (14) days of receiving notice from AT&T WISCONSIN. All such information obtained through an audit shall be deemed proprietary and shall be covered by the General Terms and Conditions.

2.3 The Dispute Resolution (DR) process set forth in the ICA shall apply to any issues, which arise under this Appendix, including any alleged non-compliance with these security guidelines.

2.4 To the extent Resale, Unbundled Network Elements (UNE), local number portability and interconnection trunking, pre-ordering, ordering, provisioning and maintenance/repair, and billing functions as provided herein are available electronically, they will be accessible via OSS interfaces as described herein. Manual access remains available via the Local Service Center (LSC) and the Local Operations Center (LOC) to the extent described below. Should AT&T WISCONSIN develop electronic interfaces for these functions for itself, its affiliates and/or other CLECs, AT&T WISCONSIN will offer electronic access to these functions to MCIm at parity. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation or upon AT&T WISCONSIN' request, the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once MCIm is

submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, MCIm will no longer submit orders manually. Provided, however, when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically, AT&T WISCONSIN shall accept manual orders.

2.5 Within AT&T WISCONSIN, and other AT&T regions, MCIm's access to pre-order functions described in Section 3 will only be utilized to view Customer Proprietary Network Information (CPNI) of MCIm's end user customer accounts and any other end user customer accounts where MCIm has obtained an authorization for release of CPNI from the end user customer. The authorization for release of CPNI shall comply with state and federal rules or guidelines concerning access to such information. MCIm's obligation to obtain authority prior to accessing CPNI electronically, as set forth in the preceding provisions, is subject to modification in accordance with any governing regulatory decisions expressly addressing this subject matter.

2.6 MCIm will obtain authorization for change in local exchange service and release of CPNI that adheres to all requirements of state and federal law, as applicable CPNI, includes customer name, billing and service address, billing telephone number(s), any and all exemption status or current status of eligibility for reduced charges, and identification of features and services subscribed to by customer.

2.7 Intentionally Omitted.

2.8 Intentionally Omitted.

2.9 By utilizing any electronic interfaces, MCIm agrees not to knowingly alter any applicable Resale rates and charges where they are subject to the terms of this Agreement and applicable tariffs dependent on region of operation, or AT&T WISCONSIN' UNE rates and charges, dependent upon region of operation, per the terms of this Agreement.

2.10 MCIm agrees to use reasonable business efforts to submit orders that are correct and complete. AT&T WISCONSIN will use reasonable business efforts to process MCIm's orders before rejecting MCIm orders for accuracy and completeness. The Parties agree to conduct internal and independent reviews for accuracy. MCIm is also responsible for all actions of its employees using any of AT&T WISCONSIN' OSS systems. As such, MCIm agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T WISCONSIN caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T WISCONSIN to MCIm.

2.11 Work Center for OSS Single Point of Contact. AT&T WISCONSIN has a single help desk, called the Information Services Call Center (ISCC), which provides technical support as MCIm's single point of contact (SPOC) for all of AT&T WISCONSIN electronic OSS interfaces involved in the pre-ordering, ordering, provisioning, and maintenance/repair and billing of Network Elements and Local Resale services. MCIm will also provide a single point of contact for technical support issues related to the electronic interfaces.

2.12 Within a commercially reasonable time, if such does not already exist between the Parties, AT&T WISCONSIN and MCIm will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning and maintenance/repair, and billing for Resale services, UNEs, local number portability, or interconnection trunking.

2.13 The Parties will follow the final adopted guidelines of AT&T Competitive Local Exchange (CLEC) 13-State Interface Change Management Process as may be modified from time to time in accordance with the Change Management principles. Certain OSS interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AT&T WISCONSIN shall provide proper notice of interface phase out as required by the Change Management process. The Parties acknowledge that Change Management processes may be affected by the Uniform POR once approved by FCC.

2.14 AT&T WISCONSIN and MCIm agree to participate in and abide by resolutions of the Order and Billing

Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T WISCONSIN may deploy these interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines consistent with requirements of this Appendix.

2.15 MCIm and AT&T WISCONSIN are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T WISCONSIN has the right to define LSR Usage requirements according to the practices in the OBF Local Service Ordering Guidelines (LSOG).

2.16 MCIm is responsible for obtaining operating system software and hardware to access AT&T WISCONSIN OSS functions as specified in the document "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by AT&T for any of its regions.

3. PRE-ORDER

3.1 AT&T WISCONSIN will provide access to pre-order functions at parity with what it provides to itself, its affiliate(s) and/or any other CLEC, to support MCIm ordering of services via electronic interfaces. Real time access to pre-order functions that may be developed in the future will be offered to MCIm to the extent and on the same basis as AT&T WISCONSIN provides to itself or its affiliates and/or any other CLEC. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to MCIm so that MCIm order requests may be created to comply with AT&T's region-specific ordering requirements.

3.2 Pre-ordering information either manually or electronically for Resale and UNEs includes:

3.2.1 Feature/Service Availability

3.2.1.1 Feature Inquiry provides AT&T WISCONSIN with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

3.2.1.2 PIC/LPIC Inquiry provides AT&T WISCONSIN Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

3.2.2 Customer Service Information - CSI Inquiry

3.2.2.1 Access to AT&T WISCONSIN retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. MCIm agrees that MCIm's representatives may view CPNI prior to obtaining End User authorization to become the End User's Local Service Provider provided that MCIm has obtained the End User's authorization to view the information.

3.2.3 Telephone Number Inquiry

3.2.3.1 AT&T WISCONSIN provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, AT&T WISCONSIN also provides a Telephone Number Confirmation Inquiry function.

3.2.4 Scheduling Inquiry/Availability

3.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

3.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

3.2.5 Address Validation Inquiry

3.2.5.1 AT&T WISCONSIN provides address validation function.

3.3 The following are Pre-Order functions specific to UNEs

3.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

3.3.1.1 AT&T WISCONSIN provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

3.3.2 Common Language Location Indicator (CLLI) Inquiry

3.3.2.1 AT&T WISCONSIN provides CLLI code inquiry function.

3.3.3 Connecting Facility Assignment (CFA) Inquiry

3.3.3.1 AT&T WISCONSIN provides a CFA inquiry function.

3.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

3.3.4.1 AT&T WISCONSIN provides a NC/NCI inquiry function.

3.4 Electronic Access to Pre-Order Functions

3.4.1 Resale and UNE Pre-order Interface Availability

3.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in AT&T WISCONSIN to provide the pre-ordering functions listed in section 3.2. Enhanced Verigate is accessible via a web-based Toolbar.

3.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by AT&T WISCONSIN. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

3.5 Other Pre-order Function Availability

3.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

3.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, AT&T WISCONSIN will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

3.5.2.1 Data Validation Files:

3.5.2.1.1 SAG (Street Address Guide)

3.5.2.1.2 Feature/Service Availability by Switch

3.5.2.1.3 Directory Names

3.5.2.1.4 Class of Service Codes

3.5.2.1.5 USOC (Universal Service Order Codes)

3.5.2.1.6 Community Names

3.5.2.1.7 Yellow Page Headings

3.5.2.1.8 PIC/LPIC (InterLATA/IntraLATA)

4. ORDERING/PROVISIONING

4.1 AT&T WISCONSIN shall provide, through electronic interfaces, provisioning and premises visit installation support for coordinated scheduling, status, and dispatch capabilities as provided in the Uniform POR.

4.2 AT&T WISCONSIN will provide electronic access to ordering functions to support MCIm provisioning of services provided herein as described below. Real time access to ordering functions will be made available to MCIm at parity with what AT&T WISCONSIN provides to itself or its affiliate(s) and/or any other CLEC. Intervals for Performance Measurements will be as defined in Appendix Performance Measurements. To order Resale services and UNEs, MCIm will format the service request to identify what features, services, or elements it wishes AT&T WISCONSIN to provision in accordance with AT&T WISCONSIN ordering requirements.

4.3 Resale and UNE Service Order Request Ordering System:

4.3.1 AT&T WISCONSIN makes available to MCIm an Electronic Data Interchange (EDI) interface for transmission of MCIm Local Service Requests (LSR) formats as defined in the AT&T 13-STATE Local Service Order Requirements (LSOR). In ordering and provisioning of Resale Services or UNEs, MCIm and AT&T WISCONSIN will utilize industry guidelines developed by OBF and TCIF to transmit data based upon AT&T WISCONSIN Resale ordering requirements in accordance with Uniform POR. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

4.3.2 For AT&T WISCONSIN, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

4.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, MCIm and AT&T WISCONSIN will utilize industry ASR guidelines developed by OBF based upon AT&T WISCONSIN ordering requirements.

4.4 Provisioning for Resale Services and UNEs in AT&T WISCONSIN: AT&T WISCONSIN will provision Resale services and UNEs as detailed in MCIm order requests. Electronic access to status on such orders will be provided via the following electronic interfaces:

4.4.1 For EDI ordering, AT&T WISCONSIN provides MCIm, and MCIm uses, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), Service Order Completion (SOC), and, as available, other provisioning data and information (e.g., jeopardies and rejects) as described in the Uniform POR.

4.4.2 For AT&T WISCONSIN, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.

4.5 “As is migrations” (meaning, a Local Service Request that seeks to convert the End User Customer with whatever array of services he or she currently has) shall only be permitted for Resale.

5. MAINTENANCE/REPAIR

5.1 Real time electronic interfaces are accessible in AT&T WISCONSIN to place and check the status of trouble reports for both Resale and UNE. Upon request, MCIm may access these functions via the following methods:

5.1.1 In AT&T WISCONSIN, Electronic Bonding for Trouble Administration-GUI (EBTA-GUI) allows MCIm to issue trouble tickets, view status, and view trouble history on-line. AT&T WISCONSIN shall provide an Estimated Time To Repair (ETTR) on all trouble reports at parity with what it provides its affiliates, its retail customers and other CLECs.

5.1.2 In AT&T WISCONSIN, Electronic Bonding Trouble Administration (EBTA) is an interface that is available for trouble report submission and status updates. This EBTA conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by MCIm and in AT&T WISCONSIN. Functions currently implemented will include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. MCIm and AT&T WISCONSIN will exchange requests over a mutually agreeable X.25-based network.

6. BILLING

6.1 For Resale Services in AT&T WISCONSIN, MCIm may elect to receive its bill on CD. Electronic access to billing information for Resale Services will also be available via the following interfaces:

6.1.1 MCIm may receive a Usage Extract Feed electronically in AT&T WISCONSIN. On a daily basis, this feed provides information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Interface (EMI) format.

6.1.2 AT&T WISCONSIN shall provide local disconnect report records via the EDI 836 transaction set.

6.1.3 In AT&T WISCONSIN, MCIm may receive a mechanized bill via the AT&T WISCONSIN Electronic Billing System (AEBS) transaction set. Additional mechanized billing options will be forthcoming as described in the Uniform POR.

6.2 Electronic access to billing information for UNEs will also be available via the following interfaces:

6.2.1 AT&T WISCONSIN makes available to MCIm a local bill data tape to receive data in an electronic format from its CABS database. The local bill data tape contains the same information that would appear on MCIm's paper bill.

6.2.2 MCIm may receive a Usage Extract Feed electronically in AT&T WISCONSIN. On a daily basis, this feed provides information on the usage billed to its accounts for UNE in the industry standardized Exchange Message Interface (EMI) format.

6.3 AT&T WISCONSIN shall provide timely notice of customer migrations of MCIm to AT&T WISCONSIN or from MCIm to another carrier. In the event that AT&T WISCONSIN fails to provide timely notice of such migrations, and such failure results in improper billing by MCIm, AT&T WISCONSIN shall, upon MCIm's request, notify the affected customer(s) that continued billing after the migration was the fault of AT&T WISCONSIN, not MCIm or, if applicable, the other carrier.

7. REMOTE ACCESS FACILITY

7.1 MCIm must access OSS interfaces via a MCIm Remote Access Facility. For AT&T WISCONSIN, the LRAF, located in Dallas, TX, will be used. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 7.2. MCIm may utilize a port to access AT&T's OSS interfaces to perform the supported functions in any AT&T states where MCIm has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

7.2 For AT&T WISCONSIN, MCIm may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," MCIm shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, SRAF, ARAF, and/or PRAF. Switched Access "Dial-up Connections" require MCIm to provide its own modems and connection to the LRAF, PRAF, SRAF and ARAF. MCIm shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to

AT&T WISCONSIN OSS via the public internet.

7.3 For AT&T WISCONSIN, MCIm shall use TCP/IP to access AT&T WISCONSIN OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, MCIm shall have at a minimum of one valid Internet Protocol (IP) network address per region. MCIm shall maintain user-ids/passwords for accessing an AT&T WISCONSIN OSS on MCIm's behalf under the AT&T block ID program.

7.4 For AT&T WISCONSIN, MCIm shall attend and participate in implementation meetings to discuss MCIm LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

8. DATA CONNECTION SECURITY REQUIREMENTS

8.1 MCIm agrees that interconnection of MCIm data facilities with AT&T WISCONSIN data facilities for access to OSS will be in compliance with AT&T's Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section govern direct and dial up connections between MCIm and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

8.2 Joint Security Requirements

8.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

8.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

8.2.3 Each Party shall notify the other party immediately, whenever its current user id or system access request is no longer approved or considered authorized for access.

8.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

8.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the MCIm or AT&T WISCONSIN network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

8.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

8.3 Additional Responsibilities of Both Parties

8.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of MCIm equipment on AT&T WISCONSIN' premises, such

maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

8.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

8.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

8.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

8.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

8.3.6 All network-related problems will be managed to resolution by the respective organizations, MCIm or AT&T WISCONSIN, as appropriate to the ownership of a failed component. As necessary, MCIm and AT&T WISCONSIN will work together to resolve problems where the responsibility of either Party is not easily identified.

8.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

8.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computers, networks and information resources. This Section summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to MCIm or AT&T WISCONSIN, respectively, as the providers of the computer, network or information in question.

8.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

8.5 General Policies

8.5.1 Each Party's resources are for approved business purposes only.

8.5.2 Both Parties will monitor access to OSS systems and will promptly notify the other Party's designated personnel if it discovers any unauthorized access for security breach to the OSS systems. In the event of such unauthorized access or breach the Parties will work cooperatively to investigate, minimize and take corrective actions. Each Party will be responsible for paying its own cost of investigation. Each Party may exercise at any time its right to take appropriate action

should unauthorized or improper usage be discovered.

8.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

8.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

8.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

8.6 User Identification

8.6.1 AT&T WISCONSIN will utilize a process whereby blocks of user-ids will be established by AT&T WISCONSIN and then self-administered by MCI. MCI will follow the user id processes and guidelines as outlined in the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures.

8.6.2 Intentionally Omitted.

8.6.3 User ids will be revalidated on a periodic basis, as required. Revalidation will also be necessary as business needs change.

8.7 User Authentication

8.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

8.7.2 Passwords must not be stored in script files.

8.7.3 Passwords must be entered by the user in real time.

8.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

8.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

8.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

8.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

8.8 Access and Session Control

8.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

8.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

8.9 User Authorization

8.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

8.10 Software And Data Integrity

8.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

8.10.2 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

8.10.3 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

8.11 Monitoring And Audit

8.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). One example of this end user customer warning banner message may be:

"This is a (AT&T WISCONSIN or MCIm) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

8.11.2 After successful authentication, each Party will track the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

9. OPERATIONAL READINESS TESTING (ORT) FOR ORDERING/PROVISIONING AND REPAIR/MAINTENANCE INTERFACES

9.1 At either Party's request and prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10. TRAINING

10.1 AT&T WISCONSIN shall train MCIm's trainers in the use of AT&T WISCONSIN' OSS systems and processes. Training will be provided for all preordering, ordering and provisioning, maintenance and repair, billing, miscellaneous services, and any other area function or support system as provided for elsewhere in this Appendix, as requested by MCIm. Charges as specified below will apply for each class. Information and materials provided to MCIm must include, at a minimum, operational and procedural information, and AT&T WISCONSIN specific system access/interface instruction. Classes are train-the-trainer format to enable MCIm to devise its own course work for its own employees. Course descriptions for all available classes by region are posted on the CLEC web site (http://clec.sbc.com) in the Customer Education section. CLEC Training schedules by region are also available on the CLEC web site and are subject to change, with class lengths varying. Prior to live GUI or other system usage by MCIm, MCIm must complete user education classes for any AT&T WISCONSIN provided interfaces that affect the AT&T WISCONSIN network.

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405

6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

10.2 A separate agreement will be required as a commitment to pay for a specific number of MCIm students in each class. MCIm agrees that charges will be billed by AT&T WISCONSIN and MCIm payment is due in accordance with the billing provisions in the General Terms and Conditions. MCIm agrees that personnel from other competitive Local Service Providers may be scheduled into any AT&T WISCONSIN offered-class, to fill any additional seats for which any CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

10.3 Class dates will be based upon MCIm requests and AT&T WISCONSIN availability.

10.4 If MCIm cancels a scheduled class less than two weeks' prior to the scheduled start date, MCIm shall pay a cancellation fee consisting of the cost of the class less the cost of teaching materials. Should AT&T WISCONSIN cancel a class for which MCIm is registered less than one week prior to the schedule start date of that class, AT&T WISCONSIN will waive the charges for the rescheduled class for the registered students. MCIm agrees to provide to AT&T WISCONSIN completed registration forms for each student no later than one week prior to the scheduled training class.

10.5 MCIm agrees that MCIm personnel attending classes are only to utilize training databases presented to them in class. Attempts to access any other AT&T WISCONSIN or AT&T system are strictly prohibited.

10.6 MCIm further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of AT&T WISCONSIN' OSS in accordance with this Appendix and are "Confidential Information" subject to the terms, conditions and limitations of General Terms and Conditions.

11. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

11.1 The Parties agree that MCIm's use of a Service Bureau Provider to access AT&T WISCONSIN' OSS shall be subject to the requirements of this Section. For purposes of this Section, Service Bureau Provider means a third party that has been engaged by MCIm to act on MCIm's behalf for purposes of providing a means of access to AT&T WISCONSIN' OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

11.2 AT&T WISCONSIN shall allow MCIm to access its OSS via a Service Bureau Provider under the following terms and conditions.

11.3 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, MCIm shall be permitted to access AT&T WISCONSIN OSS via a Service Bureau Provider as follows:

11.3.1 MCIm shall be permitted to access AT&T WISCONSIN application-to-application OSS interfaces, via a Service Bureau Provider where MCIm has entered into a relationship with such Service Bureau Provider and the Service Bureau Provider has entered into an appropriate arrangement

acceptable to AT&T WISCONSIN to allow Service Bureau Provider to establish access to and use of AT&T WISCONSIN' OSS.

11.3.2 MCIm's use of a Service Bureau Provider shall not relieve MCIm of the obligation to abide by all terms and conditions of this Agreement. MCIm must ensure that its Service Bureau Provider properly performs all OSS obligations of MCIm under this Agreement which MCIm delegates to Service Bureau Provider.

11.3.3 MCIm shall provide notice in accordance with the notice provisions of the general terms and conditions of this Agreement whenever it intends to use a Service Bureau Provider to access AT&T WISCONSIN' application-to-application OSS interfaces or when MCIm intends to cease using a Service Bureau Provider to access AT&T WISCONSIN' application-to-application OSS interfaces. Provided that AT&T WISCONSIN has not previously established a connection with a particular Service Bureau Provider, AT&T WISCONSIN shall have a reasonable transition time, not to exceed sixty (60) days to establish a connection to a Service Bureau Provider once MCIm provides notice.

11.4 When MCIm accesses AT&T WISCONSIN' OSS using a Service Bureau Provider, the measurement of AT&T WISCONSIN' performance shall not include Service Bureau Provider's processing, availability or response time.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

12.1 Any Commission approved rates to recover costs associated with OSS system access and connectivity shall be incorporated in this Agreement in accordance with the process established in Section 1.5 of Appendix Pricing.

APPENDIX
OPERATOR SERVICES

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APPENDIX OPERATOR SERVICES

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by AT&T WISCONSIN to MCIm. The terms and conditions for Operator Services being provided for MCIm's resale end user customers are set forth in Appendix Resale.

2. SERVICES

2.1 General

2.1.1 AT&T WISCONSIN shall ensure that MCIm end user customers have the capability to dial the same telephone numbers to access AT&T WISCONSIN Operator Service that AT&T WISCONSIN end user customers dial to access AT&T WISCONSIN Operator Service.

2.1.2 Intentionally Omitted.

2.2 Operator Services

2.2.1 If Customized Routing is not provided and MCIm requests unbundled Operator Services, AT&T WISCONSIN shall provide nondiscriminatory access to all of its Operator Services, including, but not limited to, the following Operator Service capabilities:

2.2.1.1 AT&T WISCONSIN shall complete 0+ and 0- dialed local calls.

2.2.1.2 AT&T WISCONSIN shall complete 0+ intraLATA toll calls.

2.2.1.3 AT&T WISCONSIN shall complete calls that are billed to a calling card and MCIm shall designate the acceptable types of special billing.

2.2.1.4 AT&T WISCONSIN shall complete person-to-person calls.

2.2.1.5 AT&T WISCONSIN shall complete collect calls.

2.2.1.6 AT&T WISCONSIN shall provide the capability for callers to bill to a third party and shall complete such calls.

2.2.1.7 AT&T WISCONSIN shall complete station-to-station calls.

2.2.1.8 AT&T WISCONSIN shall process BLV/BLVI requests.

2.2.1.9 AT&T WISCONSIN shall refer emergency call trace requests to the appropriate call center or agency.

2.2.1.10 AT&T WISCONSIN shall process 0-dialed operator-assisted Directory Assistance calls.

2.2.1.11 AT&T WISCONSIN shall route 0- local traffic directly to a "live" operator team.

2.2.1.12 AT&T WISCONSIN shall provide caller assistance services to MCIm's disabled end user customers in the same manner that AT&T WISCONSIN provides caller assistance services to its disabled end user customer.

2.2.1.13 AT&T WISCONSIN shall also provide general assistance such as information about rates, area codes, references to conference call services, and answering other miscellaneous inquiries, to the same extent provided to AT&T WISCONSIN end user customers.

2.2.1.14 When requested by MCIm's end user customer, AT&T WISCONSIN shall provide corrected billing information to MCIm on Operator Services calls (e.g., without limitation, misdialed or misdirected calls) in the same manner as provided to AT&T WISCONSIN customers.

2.2.1.15 All Operator Services shall, at a minimum, comply with industry standards.

2.2.2 AT&T WISCONSIN shall direct customer inquiries to the customer service center designated by MCIm.

2.3 Where technically feasible, AT&T WISCONSIN will provide the following OS:

2.3.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an AT&T WISCONSIN operator, hereafter called "Operator."

2.3.1.1 AT&T WISCONSIN - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

2.3.1.2 Intentionally Omitted.

2.3.2 Operator-Assisted Call Processing

2.3.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

2.4 Operator Assisted Calls to Directory Assistance ("OADA")

2.4.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory Assistance operator. AT&T WISCONSIN will offer OADA to calling parties on a nondiscriminatory basis.

3. SERVICES

3.1 Fully Automated Call Processing - Where technically feasible, AT&T WISCONSIN can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service

3.1.1.1 This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.2 Operator-Assisted Call Processing - Where technically feasible, AT&T WISCONSIN will support the following Operator-assisted call types for MCIm:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which AT&T WISCONSIN can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This

service applies even if the caller agrees, after the connection is established, to speak to any party other than the Party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Busy Line Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the Parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge applies even if no conversation is in progress at the time of the interrupt attempt, or when the Parties interrupted refuse to terminate the conversation in progress.

3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

3.2.8 General Assistance is used to describe those general types of assistance the operator bureaus of each Party typically provide to each other. General Assistance includes, but is not limited to, circumstances in which an operator seeks assistance in dialing a number (e.g., for attempting to dial a number where a 'no ring' condition has been encountered) and emergency assistance.

4. CALL BRANDING

4.1 Call Branding is the process by which an Operator, either live or recorded, will identify the OS provider as being MCIm, audibly and distinctly to the MCIm end user at the beginning of each OS call. In all cases, AT&T WISCONSIN will brand the OS call as directed by MCIm. MCIm will provide written specifications of its name or announcement to be used by AT&T WISCONSIN to create the recorded branding announcement for its OS calls as outlined in the Operator Services Questionnaire.

4.2 Where not technically feasible or where MCIm does not request branding, AT&T will have the recorded announcement for such calls play silence instead of a recorded brand. Where technically feasible and/or available, AT&T WISCONSIN will brand OS based upon the criteria outlined.

4.2.1 Where AT&T WISCONSIN is only providing OS on behalf of MCIm, the calls will be branded. When the same trunk group is used to provide OS and DA services to MCIm, calls will be branded at MCIm's request with the same brand. There may be separate brands where separate trunk groups are utilized.

4.2.2 Branding Load Charges

Non-recurring load charges apply per brand, per Operator Assistance Switch (and per OCN, if multiple OCNs are used) for the establishment of MCIm specific branding. In addition, a per call "branding" (i.e. recorded announcement) charge applies for every OS call handled by the automated recording in the AT&T WISCONSIN OS platform.

4.2.2.1 Branding charges are included in Appendix Pricing.

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

5.1 If MCIm elects to use OS services where technically feasible and/or available, AT&T WISCONSIN will provide MCIm OS Rate/Reference Information, based upon the criteria outlined below:

5.1.1 MCIm will furnish OS Rate and Reference Information in accordance with process outlined in Operator Services Questionaire (OSQ) posted on AT&T's CLEC online website thirty (30) calendar days in advance of the date when the OS Services are to be undertaken.

5.1.2 MCIm will inform AT&T WISCONSIN, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference

change date. MCIm acknowledges that it is responsible to provide AT&T WISCONSIN updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of MCIm's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either MCIm's OS Services Rate or Reference Information subject to the requirements herein.

5.2 When an AT&T WISCONSIN Operator receives a rate request from an MCIm end user customer, AT&T WISCONSIN will quote the applicable OS rates as provided by MCIm.

6. INTENTIONALLY OMITTED

6.1 Intentionally Omitted

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent MCIm's NXX encompasses multiple emergency agencies, AT&T WISCONSIN agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. MCIm must provide AT&T WISCONSIN with the correct information to enable the transfer as required by the OSQ. MCIm will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, AT&T WISCONSIN will attempt to reach the appropriate operator if the network facilities for Inward Assistance exist.

8. RESPONSIBILITIES OF THE PARTIES

8.1 MCIm will provide AT&T WISCONSIN at least thirty (30) days notice prior to any significant change in service levels for Operator Services under this Appendix.

8.2 MCIm will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T WISCONSIN Operator assistance switch. Should MCIm seek to obtain Interexchange OS from AT&T WISCONSIN, MCIm is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating Interexchange traffic.

8.2.1 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

8.3 MCIm understands and acknowledges that before live traffic can be passed, MCIm is responsible for obtaining and providing to AT&T WISCONSIN, default emergency agency numbers.

8.4 AT&T WISCONSIN shall make available service enhancements on a nondiscriminatory basis as soon as such enhancements are available to AT&T WISCONSIN, its affiliate and all other CLECs. AT&T WISCONSIN shall communicate official information to MCIm via its accessible letter notification process. This process covers a variety of subjects, including updates on products/services promotions, deployment of new products/services, modification and price changes to existing products/services, cancellation or retirement of existing products/services and operational issues.

8.5 AT&T WISCONSIN shall provide MCIm with Operator Services equal in quality to those which provides to other CLECs and itself. Service quality must comply with all federal, state and local requirements, and must be at Parity.

8.6 MCIm will furnish to AT&T WISCONSIN a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken. MCIm will provide AT&T WISCONSIN updates to the OSQ

fourteen (14) calendar days in advance of the date when changes are to become effective. AT&T WISCONSIN shall adequately staff its operator work force.

9. METHODS AND PRACTICES

9.1 AT&T WISCONSIN will provide OS to MCIm's end user customers in accordance with AT&T WISCONSIN OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

10.1 The prices at which AT&T WISCONSIN agrees to provide MCIm with OS are contained in the applicable Appendix Pricing.

11. MONTHLY BILLING

11.1 AT&T WISCONSIN will accumulate and provide MCIm such data as necessary for MCIm to bill its end user customers.

12. INDEMNIFICATION

12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call AT&T WISCONSIN's Operator Services.

13. TERM OF APPENDIX

13.1 MCIm must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. MCIm may terminate use of AT&T WISCONSIN's Operator Services any time after MCIm has used such Operator Services for the twelve (12) month minimum period upon one hundred twenty (120) days advance written notice to AT&T WISCONSIN, inclusive of the notice period.

13.2 If MCIm terminates use of AT&T WISCONSIN's Operator Services without complying with Section 13.1 above, MCIm shall pay AT&T WISCONSIN, within thirty (30) days of the issuance of a final bill by AT&T WISCONSIN, all amounts due as provided under this Appendix.

AT&T WISCONSIN
Performance Remedy Plan
Description

This Performance Remedy Plan sets forth the terms and conditions under which AT&T WISCONSIN will report performance to CLEC and compare that performance to AT&T WISCONSIN's own performance ("parity"), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

1. AT&T WISCONSIN agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – AT&T WISCONSIN Performance Measurement User Guide. AT&T WISCONSIN will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. AT&T WISCONSIN further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.

   1.1 AT&T WISCONSIN will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to AT&T WISCONSIN on or before the last day of the month for which data is sought, AT&T WISCONSIN shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to AT&T WISCONSIN after the last day of the month for which data is sought, AT&T WISCONSIN shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

2. AT&T WISCONSIN will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (AT&T WISCONSIN retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. AT&T WISCONSIN agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for AT&T WISCONSIN retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the AT&T WISCONSIN retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to AT&T WISCONSIN's retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.

3. For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both AT&T WISCONSIN and/or its affiliate (whichever is better, provided the number of affiliate data points are equal to or exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

AT&T WISCONSIN will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = M_{ILEC} - M_{CLEC}$

M_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

$\sigma_{DIFF} = SQRT [\sigma^2_{ILEC} (1 / n_{CLEC} + 1 / n_{ILEC})]$

σ^2_{ILEC} = Calculated variance for ILEC

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{ILEC} P_{ILEC} + n_{CLEC} P_{CLEC})}{n_{ILEC} + n_{CLEC}}$$

Step 2:

$$\sigma_{PILEC-PCLEC} = SQRT \{ [\rho(1 - \rho)] / n_{ILEC} + [\rho(1 - \rho)] / n_{CLEC} \}$$

Step 3:

$$Z = (P_{ILEC} - P_{CLEC}) / \sigma_{PILEC-PCLEC}$$

Where: n = number of observations

P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = R_{ILEC} - R_{CLEC}$

$R_{ILEC} = num_{ILEC} / denom_{ILEC}$

$R_{CLEC} = num_{CLEC} / denom_{CLEC}$

$\sigma_{DIFF} = SQRT \{[(num_{CLEC} + num_{ILEC}) \div (denom_{CLEC} + denom_{ILEC})] * (1 / denom_{CLEC} + 1 / denom_{ILEC}) \}$

4. Qualifications to use Z-Test:

a. The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.

b. The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.

c. In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{ILEC} - M_{CLEC}$, $P_{ILEC} - P_{CLEC}$, $R_{ILEC} - R_{CLEC}$).

d. For measurements where the performance delivered to the CLEC is compared to AT&T WISCONSIN performance and for which the number of data points are 29 or less for either the CLEC or AT&T WISCONSIN, AT&T WISCONSIN will apply the following alternatives for compliance.

i. Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and AT&T WISCONSIN Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

AT&T WISCONSIN applies the Z-Test as described in Section 3.

ii. Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

(1) Choose a sufficiently large number T.

(2) Pool and mix the CLEC and ILEC data sets.

(3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).

(4) Compute and store the Z-test score (Z_S) for this sample.

(5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).

(6) Order the Z_S results computed and stored in step 4 from lowest to highest.

(7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.

(8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. (P = rank / T).

(9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If Z_A > the Critical Z-value, then the performance is non-compliant.

e. AT&T WISCONSIN and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5. Overview of Enforcement Structure

AT&T WISCONSIN agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

a. AT&T WISCONSIN will pay Liquidated Damages to the CLEC according to the terms set forth in this document.

b. Liquidated damages apply to Tier 1 measurements identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 1.

c. Assessments are applicable to Tier 2 measures identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 1, and are payable to the State Fund designated by the Commission.

d. AT&T WISCONSIN will not be liable for the payment of Tier 1 damages until 10 days after receipt by AT&T WISCONSIN of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and AT&T WISCONSIN, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by AT&T WISCONSIN of the self-identification form posted on the CLEC Online website (https://clec.AT&T.com/clec). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. AT&T WISCONSIN will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and AT&T WISCONSIN have signed.

e. AT&T WISCONSIN will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Wisconsin as specified in Section 9. To the extent that there are one or more other Commission-approved remedy plan(s) in effect that also require AT&T WISCONSIN to make Tier 2 assessments to the State (as opposed to, or in addition to, Tier 1 payments to a CLEC or CLECs), AT&T WISCONSIN will be liable for a single Tier 2 assessment for the applicable time period, which payment to the state shall be equal to either the Tier 2 assessment under such other plan(s) or the Tier 2 assessments payable under this plan, whichever amount is greater.

f. In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC Online website (https://clec.AT&T.com/clec). Otherwise, remedy payment will be made via bill credit.

6. Procedural Safeguards and Exclusions

a. AT&T WISCONSIN agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, AT&T WISCONSIN and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. AT&T WISCONSIN and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.

b. AT&T WISCONSIN's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. AT&T WISCONSIN and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) AT&T WISCONSIN's payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that AT&T WISCONSIN has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T WISCONSIN's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that AT&T WISCONSIN's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by AT&T WISCONSIN under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where AT&T WISCONSIN seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether AT&T WISCONSIN has met or continues to meet the requirements of section 271 of the Act.

c. AT&T WISCONSIN shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules

relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.

d. Every six months, CLEC may participate with AT&T WISCONSIN, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

e. CLEC and AT&T WISCONSIN will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then AT&T WISCONSIN will allow CLEC to have an independent audit conducted, at CLEC's expense, of AT&T WISCONSIN's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, AT&T WISCONSIN shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. AT&T WISCONSIN agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.

f. AT&T WISCONSIN agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 6720-TI-160. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by AT&T WISCONSIN and approved by the Commission will conduct these audits at AT&T WISCONSIN's expense.

g. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement. Notwithstanding, the parties agree that the PERFORMANCE REMEDY PLAN will expire December 31, 2006 and therefore will be included in any successor agreements until December 31, 2006 regardless of the term of such successor agreements.

7. Exclusions Limited

a. AT&T WISCONSIN will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless AT&T WISCONSIN prevails in a waiver of liability filed with the Commission seeking expedited resolution. AT&T WISCONSIN bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. AT&T WISCONSIN will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends AT&T WISCONSIN's ability to timely perform an activity subject to performance measurement, the applicable

time frame in which AT&T WISCONSIN's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.

b. In addition to the provisions set forth herein, AT&T WISCONSIN shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with AT&T WISCONSIN or under the Act or Wisconsin law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.

c. In any event where AT&T WISCONSIN believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with AT&T WISCONSIN or under the Act or Wisconsin law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, AT&T WISCONSIN shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if AT&T WISCONSIN prevails. If AT&T WISCONSIN does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. AT&T WISCONSIN shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. AT&T WISCONSIN will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.

d. AT&T WISCONSIN and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Wisconsin interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by AT&T WISCONSIN pursuant to any Wisconsin interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by AT&T WISCONSIN, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by AT&T WISCONSIN under all AT&T WISCONSIN interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all AT&T WISCONSIN interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but AT&T WISCONSIN has paid less than that amount due to the monthly threshold, AT&T WISCONSIN shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, AT&T WISCONSIN shall be obligated to pay ONLY the actual calculated amount of damages and assessments.

e. Whenever AT&T WISCONSIN Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then AT&T WISCONSIN may request a hearing before the Commission. Upon timely commencement of this proceeding, AT&T WISCONSIN must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow

provisions, AT&T WISCONSIN must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. AT&T WISCONSIN's application will be processed in an expedited manner to the extent authorized by Wis. Stat. section 196.199. AT&T WISCONSIN will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If AT&T WISCONSIN reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but AT&T WISCONSIN has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph to the extent authorized by Wis. Stat. section 196.199 to request that AT&T WISCONSIN should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why AT&T WISCONSIN should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

f. AT&T WISCONSIN's Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due AT&T WISCONSIN for services provided to the CLEC in the same month for which the remedy liability was incurred.

g. AT&T WISCONSIN will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.

h. With respect to any interconnection agreement, AT&T WISCONSIN or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.

8. Tier 1 Damages Payable to CLECs:

a. Tier 1 liquidated damages apply to measures designated in Appendix 1 as Remedied when AT&T WISCONSIN delivers "non-compliant" performance as defined in Section 3 above.

b. Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which AT&T WISCONSIN has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which AT&T WISCONSIN met or exceeded the performance standard. For those measures listed in Appendix 1 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 1 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.

c. TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance AT&T WISCONSIN provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all

CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

d. Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

e. For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.
Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

f. Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require AT&T WISCONSIN to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if AT&T WISCONSIN was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, AT&T WISCONSIN will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.

g. During this "proof of compliance" period, AT&T WISCONSIN will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when AT&T WISCONSIN provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.

h. AT&T WISCONSIN is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for AT&T WISCONSIN to restate previously published performance results to comply with this obligation where the originally published results were

materially different from actual performance. AT&T WISCONSIN will provide notice, via the CLEC Online web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.

i. In the event that performance measurement results need to be restated, AT&T WISCONSIN will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.

j. If it is determined through restatement of performance results or other means that AT&T WISCONSIN underpaid liquidated damages due a CLEC, or assessments due the State, AT&T WISCONSIN will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that AT&T WISCONSIN overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

k. AT&T WISCONSIN shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes AT&T WISCONSIN for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.

l. If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix 1 for three consecutive months, AT&T WISCONSIN will, at request of the CLEC, initiate a "gap closure" effort. For a measure to which a floor applies, "gap closure" can be initiated when performance is below the floor for two consecutive months. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting "gap closure" within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	$25	$50	$100	$200	$300	$400
86.0% <= IV < 92.0%	$35	$60	$125	$250	$350	$450
80.0% <= IV < 86.0%	$50	$75	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	$5,000	$10,000	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$7,500	$15,000	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$10,000	$20,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$15,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	$200
Per Measure / Cap*	$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

m. Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9. Tier 2 Assessments to the State:

   a. Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 1 as "Remedied" when AT&T WISCONSIN and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

   b. For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 1 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 1 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10. Posting of Results and Provision of Liquidated Damages and Assessment Payments:

   a. If AT&T WISCONSIN fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:

      - If no reports are filed, $5,000 per day past due;
      - If incomplete reports are filed, $1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed $5,000 per day past due.

   b. If AT&T WISCONSIN alters previously reported data for a CLEC, and after discussions with AT&T WISCONSIN the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."

   c. When AT&T WISCONSIN performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, AT&T WISCONSIN shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if AT&T WISCONSIN performance through March is such that AT&T WISCONSIN owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that AT&T WISCONSIN fails to pay the required amount, AT&T WISCONSIN will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional $3,000 per day to the State Fund designated by the Commission for a past due assessment.

   d. AT&T WISCONSIN may not withhold payment of liquidated damages to a CLEC unless AT&T WISCONSIN has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.

e. CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and AT&T WISCONSIN.

f. The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11. Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

a. Calculating Tier 1 Liquidated Damages

i. Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

ii. Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

iii. Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

b. Calculating Tier 2 Assessments

i. Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until AT&T WISCONSIN reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

ii. Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

iii. Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

iv. Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate

the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

12. Attached hereto, and incorporated herein by reference, is the following Appendix:

Appendix 1: AT&T WISCONSIN Performance Measurement User Guide (a document available from CLEC Account Managers or found on the AT&T WISCONSIN Performance Measurement website)

In addition, Appendix 1 shall be supplemented by Attachment A hereto.

Maximum/Minimum Levels of Service:

The following table represents "Maximum level of service (Ceilings)" and "Minimum level of service (Floors)" for each respective measure/sub-measure. Without regard to parity, AT&T Midwest will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and AT&T Midwest will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	≥ 97%	< 90%
PM #30	Percent SBC Midwest Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #35	Percent Trouble Reports within 30 Days (I-30) of Installation	Each	≤ 4%	> 20%
PM #37.1	Trouble Report Rate Net of Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #39	Receipt To Clear Duration	Out-Of-Service	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	Affecting Service	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service (OOS) < 24 Hours	Each	≥ 96%	< 85%
PM #41	Percent Repeat Reports	Each	≤ 4%	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #59	Percent of Trouble Reports within 30 (I-30) Days of Installation	Each	≤ 4%	> 20%
PM #60	Percent SBC Midwest Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #65.1	Trouble Report Rate Net of Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #66	Percent Missed Repair	Each	≤ 5%	> 15%

	Commitments			
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service (OOS) < 24 Hours	Each	≥ 96%	< 85%
PM #69	Percent Repeat Reports	Each	≤ 4%	> 20%

APPENDIX PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing rates, terms and conditions for Interconnection, unbundled access to Network Elements, Resale, Collocation and for any other services provided pursuant to this Agreement. All such rates shall be just, reasonable and nondiscriminatory in accordance with Applicable law.

1.2 All of the rates set forth in this Agreement are inclusive. If the Parties have inadvertently omitted an appropriate Commission-approved rate for any unbundled Network Element, service, feature or function contemplated under this Agreement ("Contemplated Services"), the Parties shall amend the Agreement to include such rate. In the event that there is no appropriate Commission-approved rate for a Contemplated Service and AT&T WISCONSIN has a reasonable basis to believe it can charge MCIm for the Contemplated Service, the Parties agree to negotiate in good faith to amend the Agreement to include an interim rate. Such interim rates shall remain in effect, subject to true-up, until the Commission determines a permanent rate or decides that no rate is appropriate. The Parties further agree that during any negotiations pursuant to this Section 1.2, AT&T WISCONSIN shall provide MCIm with the Contemplated Service in question and MCIm shall be responsible for paying for such Contemplated Service retroactive to the date it was first delivered. For any rates set pursuant to this Section 1.2, the Parties agree to use the appropriate AT&T WISCONSIN tariff rate, if such a rate exists. All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Appendix, "rates" may refer to either or both recurring and nonrecurring prices.

1.3 Each rate set forth in this Appendix is the total rate applicable for the respective service, save for taxes and late payment charges, if any. Where required by Applicable Law, rates contained in this Appendix Pricing are based upon FCC and state Commission approved pricing methodologies. If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AT&T WISCONSIN under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a Bona Fide Request (BFR), such rates and charges shall be determined in accordance with the pricing principles set forth in the Act; provided however, if AT&T WISCONSIN provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by AT&T WISCONSIN and MCIm.

1.4 Intentionally Omitted.

1.5 Except as otherwise noted, all rates set forth in this Agreement are permanent rates, unless changed by order of the Commission or other administrative or judicial body of competent jurisdiction, or by mutual agreement of the Parties. The rates set forth in the Pricing Schedule to this Agreement are subject to change based upon the outcome of WISCONSIN Commerce Commission proceedings affecting wholesale prices which are given general applicability by the Commerce Commission, including carrier-specific dockets that are given general applicability, where the outcome produces rates different than the rates set forth in the Pricing Schedule. Absent a stay of such an outcome, the affected rate(s) shall be modified consistent with the outcome via written amendment to the Agreement and/or its Pricing Schedule, as appropriate, within thirty (30) days after receipt of written notice by one Party from the other Party. Where such rate differences are accompanied by or are the result of changes to terms and conditions that are legitimately related to the item(s) associated with the affected rates, then the Parties shall include in their amendment conforming modifications to such terms and conditions. If the Parties disagree as to the appropriate terms and conditions requiring modification due to a price change requested pursuant to this Section, either Party may seek resolution of the dispute in accordance with the provisions of Section 12 of the General Terms and Conditions of this Agreement. The modified rates and any associated modified terms and conditions shall take effect upon the effective date set forth in the Commission order that approves the rate. If the order approving the rate is silent as to the

effective date, then the rate would become effective upon the approval of the amendment by the Commission or within sixty (60) days after receipt of the written notice described above, whichever is sooner, unless otherwise agreed to by the parties. Nothing in this paragraph is intended to limit either Party's right to obtain modification of any rates in this Pricing Schedule or any associated terms and conditions in accordance with other terms of this Agreement, including but not limited to the Agreement's "Intervening Law" provision Section 23 of the General Terms and Conditions.

1.6 If a rate is identified as interim, upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the permanent rate upon written notice to other Party. If either Party elects to change an interim rate to conform to a permanent rate, the permanent rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement. Unless otherwise agreed by the Parties, an interim rate will be replaced by the permanent rate retroactive to the Effective Date of this Agreement, and will be trued up within ninety (90) days after the Effective Date of the amendment adopting the permanent rate.

1.7 Intentionally Omitted.

1.8 AT&T WISCONSIN shall not charge MCIm different rates for unbundled Network Elements based on the class of end user customers served by MCIm, or on the type of services provided by MCIm using those unbundled Network Elements, unless otherwise ordered by the Commission. This paragraph does not apply to Resale.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the pricing tables, where rates are shown as monthly, a month will be defined as thirty (30) days. Billing will be on the basis of whole or fractional months used. The rates for non-monthly rated UNEs will be billed as specified in Appendix Pricing. Billing will be on the basis of whole or fractional periods used. Fractional billing will be adjusted on a pro-rata basis to reflect actual usage during any particular month or period.

2.2 Unless otherwise identified in the pricing tables, where rates are usage sensitive, measurement of usage-based charges shall be in actual conversation seconds, or fraction thereof, measured in one tenth (1/10) of one second increments. For purposes of billing charges, total conversation seconds, or fractions thereof, per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute. There shall be no usage-based charges for incomplete calls or call attempts, including "busy" or "don't answer" status calls.

2.3 Intentionally Omitted.

2.4 Unless otherwise identified in the pricing tables, where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, AT&T WISCONSIN will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T WISCONSIN will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Some items which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

	A	B	C	D	E	F	G	H
1		WISCONSIN				Recurring	Non Recurring	
2					USOC	Monthly	Initial	Additional
3		NETWORK ELEMENTS						
4		Loops						
5	2A		2-Wire Analog - Rural (Access Area C)		U2HXC	$ 16.02	See NRC Prices Below	
6	2A		2-Wire Analog - Suburban (Access Area B)		U2HXB	$ 13.33	See NRC Prices Below	
7	2A		2-Wire Analog - Metro (Access Area A)		U2HXA	$ 11.69	See NRC Prices Below	
8	2A		2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)		U2WXC	$ 17.34	See NRC Prices Below	
9	2A		2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)		U2WXB	$ 14.44	See NRC Prices Below	
10	2A		2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)		U2WXA	$ 12.26	See NRC Prices Below	
11	2A		2-Wire Ground Start, PBX - Rural (Access Area C)		U2JXC	$ 17.34	See NRC Prices Below	
12	2A		2-Wire Ground Start, PBX - Suburban (Access Area B)		U2JXB	$ 14.44	See NRC Prices Below	
13	2A		2-Wire Ground Start, PBX - Metro (Access Area A)		U2JXA	$ 12.26	See NRC Prices Below	
14	2A		2-Wire COPTS Coin - Rural (Access Area C)		U2CXC	$ 17.73	See NRC Prices Below	
15	2A		2-Wire COPTS Coin - Suburban (Access Area B)		U2CXB	$ 14.80	See NRC Prices Below	
16	2A		2-Wire COPTS Coin - Metro (Access Area A)		U2CXA	$ 12.55	See NRC Prices Below	
17	2A		2-Wire EKL - Rural (Access Area C)		U2KXC	$ 21.17	See NRC Prices Below	
18	2A		2-Wire EKL - Suburban (Access Area B)		U2KXB	$ 17.99	See NRC Prices Below	
19	2A		2-Wire EKL - Metro (Access Area A)		U2KXA	$ 15.08	See NRC Prices Below	
20								
21	2A		4-Wire Analog - Rural (Acess Area C)		U4HXC	$ 38.61	See NRC Prices Below	
22	2A		4-Wire Analog - Suburban (Access Area B)		U4HXB	$ 32.52	See NRC Prices Below	
23	2A		4-Wire Analog - Metro (Access Area A)		U4HXA	$ 27.37	See NRC Prices Below	
24	2A		2-Wire Digital - Rural (Access Area C)		U2QXC	$ 21.99	See NRC Prices Below	
25	2A		2-Wire Digital - Suburban (Access Area B)		U2QXB	$ 18.39	See NRC Prices Below	
26	2A		2-Wire Digital - Metro (Access Area A)		U2QXA	$ 15.55	See NRC Prices Below	
27	1A		DS1 Loop - Rural (Access Area C)		4U1XC	$ 52.82	See NRC Prices Below	
28	1A		DS1 Loop - Suburban (Access Area B)		4U1XB	$ 54.41	See NRC Prices Below	
29	1A		DS1 Loop - Metro (Access Area A)		4U1XA	$ 45.11	See NRC Prices Below	
30	1A		DS3 Loop - Rural (Access Area C)		U4D3C	$ 545.69	See NRC Prices Below	
31	1A		DS3 Loop - Suburban (Access Area B)		U4D3B	$ 528.88	See NRC Prices Below	
32	1A		DS3 Loop - Metro (Access Area A)		U4D3A	$ 438.33	See NRC Prices Below	
33								
34		DSL Capable Loops						
35			2-Wire xDSL Loop					
36	2A			PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 13.33	See NRC Prices Below	
37	2A			PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 12.33	See NRC Prices Below	
38	2A			PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 11.85	See NRC Prices Below	
39	2A							
40	2A			PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 13.33	See NRC Prices Below	
41	2A			PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 12.33	See NRC Prices Below	
42	2A			PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 11.85	See NRC Prices Below	
43	2A							
44	2A			PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 13.33	See NRC Prices Below	
45	2A			PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 12.33	See NRC Prices Below	
46	2A			PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 11.85	See NRC Prices Below	
47	2A							
48	2A			PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 13.33	See NRC Prices Below	
49	2A			PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 12.33	See NRC Prices Below	
50	2A			PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 11.85	See NRC Prices Below	
51	2A							
52	2A			PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 13.33	See NRC Prices Below	
53	2A			PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 12.33	See NRC Prices Below	
54	2A			PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 11.85	See NRC Prices Below	
55	2A							
56	2A			PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 13.33	See NRC Prices Below	
57	2A			PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 12.33	See NRC Prices Below	
58	2A			PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 11.85	See NRC Prices Below	
59	2A		4-Wire xDSL Loop					
60	2A			PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 24.53	See NRC prices below	
61	2A			PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 22.42	See NRC prices below	
62	2A			PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 21.25	See NRC prices below	
63								
64		IDSL Capable Loop						
65	2A		IDSL Loop Access Area C - Rural		UY5FC	$ 21.99	See NRC Prices Below	
66	2A		IDSL Loop Access Area B - Suburban		UY5FB	$ 18.39	See NRC Prices Below	
67	2A		IDSL Loop Access Area A - Metro		UY5FA	$ 15.55	See NRC Prices Below	
68								
69		Loop Qualification Process						
70	2A		Loop Qualification Process - Mechanized		NR98U	N/A	$0.00	N/A
71	2A		Loop Qualification Process - Manual		NRBXU	N/A	$ 26.12	N/A
72	2B							
73	2B	DSL Conditioning Options - >12KFT and < 17.5KFT						
74	2B		Removal of Repeater Options		NRBXV	N/A	$0.00	N/A
75	2B		Removal Bridged Tap Option		NRBXW	N/A	$0.00	N/A
76	2B		Removal of Load Coil		NRBXZ	N/A	$0.00	N/A
77	2B	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT						
78	2B		Removal of Repeater Options		NRBNL	N/A	$0.00	N/A

	A	B	C	D	E	F	G	H
1		WISCONSIN				Recurring	Non Recurring	
2					USOC	Monthly	Initial	Additional
79	2B		Removal Bridged Tap Option		NRBNK	N/A	$0.00	N/A
80	2B		Removal of Load Coil		NRBNJ	N/A	$0.00	N/A
81	2B							
82	2B	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP						
83	2B			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	N/A	$0.00	
84	2B			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A	$0.00	
85	2B			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	N/A	$0.00	
86	2B			Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM	N/A	$ -	
87								
88		Loop Non-Recurring Charges						
89	1A		Bus Service Order - Establish		SEPUP		$ 0.07	
90	1A		Bus Service Order - Establish - Disconnect		NR9OE		$ 0.04	
91	1A		Bus Service Order - Add/Change		REAH9		$ 0.07	
92	1A		Bus Line Connection - Stand alone UNE loop		SEPUC		$ 30.64	
93	1A		Bus Line Connection - Stand alone UNE loop - Disconnect		NR9OG		$ 3.86	
94	1A		Bus Line Connection Add/Change		REAH5		$ 30.64	
95	1A		Bus Record Work Only		NR9UP		$ 0.04	
96	1A		Res Service Order - Establish		SEPUP		$ 0.07	
97	1A		Res Service Order - Establish - Disconnect		NR9OE		$ 0.04	
98	1A		Res Service Order - Add/Change		REAH9		$ 0.07	
99	1A		Res Line Connection		SEPUC		$ 30.64	
100	1A		Res Line Connection - Disconnect		NR9OG		$ 3.86	
101	1A		Res Line Connection Add/Change		REAH5		$ 30.64	
102	1A		Res Record Work Only		NR9UP		$ 0.04	
103								
104		DS1 Loop Non-Recurring Charges						
105			Service Ordering – Per Order				$ 16.02	N/A
106			Line Connection – Per Loop				$ 30.61	N/A
107								
108	`	DS3 Loop Non-Recurring Charges						
109			Administrative				$ 205.56	N/A
110			Design & Central Office				$ 643.36	N/A
111			Customer Connection				$ 219.32	
112								
113	1A	Service Coord. Fee per account, per CO				$ 1.77	N/A	N/A
114								
115		SUB-LOOPS						
116	1A		ECS to SAI sub-loop					
117	1A			2 Wire Analog - area A	PENDING	$ 1.28	See NRC prices below	
118	1A			2 Wire Analog - area B	PENDING	$ 1.20	See NRC prices below	
119	1A			2 Wire Analog - area C	PENDING	$ 1.16	See NRC prices below	
120	1A			4 Wire Analog - area A	PENDING	$ 2.55	See NRC prices below	
121	1A			4 Wire Analog - area B	PENDING	$ 2.37	See NRC prices below	
122	1A			4 Wire Analog - area C	PENDING	$ 2.29	See NRC prices below	
123	1A			2 Wire DSL Compatible - area A	PENDING	$ 1.28	See NRC prices below	
124	1A			2 Wire DSL Compatible- area B	PENDING	$ 1.20	See NRC prices below	
125	1A			2 Wire DSL Compatible - area C	PENDING	$ 1.16	See NRC prices below	
126	1A			4 Wire DSL Compatible - area A	PENDING	$ 2.55	See NRC prices below	
127	1A			4 Wire DSL Compatible- area B	PENDING	$ 2.37	See NRC prices below	
128	1A			4 Wire DSL Compatible- area C	PENDING	$ 2.29	See NRC prices below	
129	1A		ECS to Terminal sub-loop					
130	1A			2 Wire Analog - area A	PENDING	$ 5.05	See NRC prices below	
131	1A			2 Wire Analog - area B	PENDING	$ 6.05	See NRC prices below	
132	1A			2 Wire Analog - area C	PENDING	$ 9.79	See NRC prices below	
133	1A			4 Wire Analog - area A	PENDING	$ 10.09	See NRC prices below	
134	1A			4 Wire Analog - area B	PENDING	$ 12.05	See NRC prices below	
135	1A			4 Wire Analog - area C	PENDING	$ 19.54	See NRC prices below	
136	1A			2 Wire DSL Compatible - area A	PENDING	$ 5.05	See NRC prices below	
137	1A			2 Wire DSL Compatible- area B	PENDING	$ 6.05	See NRC prices below	
138	1A			2 Wire DSL Compatible - area C	PENDING	$ 9.79	See NRC prices below	
139	1A			4 Wire DSL Compatible - area A	PENDING	$ 10.09	See NRC prices below	
140	1A			4 Wire DSL Compatible- area B	PENDING	$ 12.05	See NRC prices below	
141	1A			4 Wire DSL Compatible- area C	PENDING	$ 19.54	See NRC prices below	
142	1A		ECS to NID sub-loop					
143	1A			2 Wire Analog - area A	PENDING	$ 5.80	See NRC prices below	
144	1A			2 Wire Analog - area B	PENDING	$ 6.81	See NRC prices below	
145	1A			2 Wire Analog - area C	PENDING	$ 10.62	See NRC prices below	
146	1A			4 Wire Analog - area A	PENDING	$ 11.56	See NRC prices below	
147	1A			4 Wire Analog - area B	PENDING	$ 13.56	See NRC prices below	
148	1A			4 Wire Analog - area C	PENDING	$ 21.22	See NRC prices below	
149	1A			2 Wire DSL Compatible - area A	PENDING	$ 5.80	See NRC prices below	
150	1A			2 Wire DSL Compatible- area B	PENDING	$ 6.81	See NRC prices below	
151	1A			2 Wire DSL Compatible - area C	PENDING	$ 10.62	See NRC prices below	
152	1A			4 Wire DSL Compatible - area A	PENDING	$ 11.56	See NRC prices below	

	A	B	C	D	E	F	G	H
1		WISCONSIN				Recurring	Non Recurring	
2					USOC	Monthly	Initial	Additional
153	1A			4 Wire DSL Compatible- area B	PENDING	$ 13.56	See NRC prices below	
154	1A			4 Wire DSL Compatible- area C	PENDING	$ 21.22	See NRC prices below	
155	1A		SAI to Terminal sub-loop					
156	1A			2 Wire Analog - area A	PENDING	$ 4.88	See NRC prices below	
157	1A			2 Wire Analog - area B	PENDING	$ 5.83	See NRC prices below	
158	1A			2 Wire Analog - area C	PENDING	$ 9.66	See NRC prices below	
159	1A			4 Wire Analog - area A	PENDING	$ 9.75	See NRC prices below	
160	1A			4 Wire Analog - area B	PENDING	$ 11.66	See NRC prices below	
161	1A			4 Wire Analog - area C	PENDING	$ 19.29	See NRC prices below	
162	1A			2 Wire DSL Compatible - area A	PENDING	$ 4.88	See NRC prices below	
163	1A			2 Wire DSL Compatible- area B	PENDING	$ 5.83	See NRC prices below	
164	1A			2 Wire DSL Compatible - area C	PENDING	$ 9.66	See NRC prices below	
165	1A			4 Wire DSL Compatible - area A	PENDING	$ 9.75	See NRC prices below	
166	1A			4 Wire DSL Compatible- area B	PENDING	$ 11.66	See NRC prices below	
167	1A			4 Wire DSL Compatible- area C	PENDING	$ 19.29	See NRC prices below	
168	1A		SAI to NID sub-loop					
169	1A			2 Wire Analog - area A	PENDING	$ 5.61	See NRC prices below	
170	1A			2 Wire Analog - area B	PENDING	$ 6.61	See NRC prices below	
171	1A			2 Wire Analog - area C	PENDING	$ 10.49	See NRC prices below	
172	1A			4 Wire Analog - area A	PENDING	$ 11.22	See NRC prices below	
173	1A			4 Wire Analog - area B	PENDING	$ 13.16	See NRC prices below	
174	1A			4 Wire Analog - area C	PENDING	$ 20.97	See NRC prices below	
175	1A			2 Wire DSL Compatible - area A	PENDING	$ 5.61	See NRC prices below	
176	1A			2 Wire DSL Compatible- area B	PENDING	$ 6.61	See NRC prices below	
177	1A			2 Wire DSL Compatible - area C	PENDING	$ 10.49	See NRC prices below	
178	1A			4 Wire DSL Compatible - area A	PENDING	$ 11.22	See NRC prices below	
179	1A			4 Wire DSL Compatible- area B	PENDING	$ 13.16	See NRC prices below	
180	1A			4 Wire DSL Compatible- area C	PENDING	$ 20.97	See NRC prices below	
181	1A		Terminal to NID sub-loop					
182	1A			2 Wire Analog - area A	PENDING	$ 1.14	See NRC prices below	
183	1A			2 Wire Analog - area B	PENDING	$ 1.15	See NRC prices below	
184	1A			2 Wire Analog - area C	PENDING	$ 1.23	See NRC prices below	
185	1A			4 Wire Analog - area A	PENDING	$ 2.25	See NRC prices below	
186	1A			4 Wire Analog - area B	PENDING	$ 2.30	See NRC prices below	
187	1A			4 Wire Analog - area C	PENDING	$ 2.47	See NRC prices below	
188	1A			2 Wire DSL Compatible - area A	PENDING	$ 1.14	See NRC prices below	
189	1A			2 Wire DSL Compatible- area B	PENDING	$ 1.15	See NRC prices below	
190	1A			2 Wire DSL Compatible - area C	PENDING	$ 1.23	See NRC prices below	
191	1A			4 Wire DSL Compatible - area A	PENDING	$ 2.25	See NRC prices below	
192	1A			4 Wire DSL Compatible- area B	PENDING	$ 2.30	See NRC prices below	
193	1A			4 Wire DSL Compatible- area C	PENDING	$ 2.47	See NRC prices below	
194	1A		NID sub-loop element					
195	1A			2 Wire Analog - area A	PENDING	TBD	See NRC prices below	
196	1A			2 Wire Analog - area B	PENDING	TBD	See NRC prices below	
197	1A			2 Wire Analog - area C	PENDING	TBD	See NRC prices below	
198	1A			4 Wire Analog - area A	PENDING	TBD	See NRC prices below	
199	1A			4 Wire Analog - area B	PENDING	TBD	See NRC prices below	
200	1A			4 Wire Analog - area C	PENDING	TBD	See NRC prices below	
201	1A			2 Wire DSL - area A	PENDING	TBD	See NRC prices below	
202	1A			2 Wire DSL - area B	PENDING	TBD	See NRC prices below	
203	1A			2 Wire DSL - area C	PENDING	TBD	See NRC prices below	
204	1A			4 Wire DSL - area A	PENDING	TBD	See NRC prices below	
205	1A			4 Wire DSL - area B	PENDING	TBD	See NRC prices below	
206	1A			4 Wire DSL - area C	PENDING	TBD	See NRC prices below	
207	1A			2 Wire ISDN Compatible - area A	PENDING	TBD	See NRC prices below	
208	1A			2 Wire ISDN Compatible - area B	PENDING	TBD	See NRC prices below	
209	1A			2 Wire ISDN Compatible - area C	PENDING	TBD	See NRC prices below	
210	1A			4 Wire DS1 Compatible - area A	PENDING	TBD	See NRC prices below	
211	1A			4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below	
212	1A			4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below	
213	1A			DS3 compatible subloop - area A	PENDING	TBD	See NRC prices below	
214	1A			DS3 compatible subloop - area B	PENDING	TBD	See NRC prices below	
215	1A			DS3 compatible subloop - area C	PENDING	TBD	See NRC prices below	
216	1A		Sub-Loop Non-Recurring Charges					
217	1A			2-Wire Analog Sub-Loop	PENDING		$ 137.70	
218	1A			2-Wire Analog Sub-Loop - Disconnect	PENDING		$ 52.99	
219	1A			4-Wire Analog Sub-Loop	PENDING		$ 138.64	
220	1A			4-Wire Analog Sub-Loop - Disconnect	PENDING		$ 52.99	
221	1A			2-Wire xDSL Digital Sub-Loop	PENDING		$ 148.38	
222	1A			2-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		$ 52.98	
223	1A			4-Wire xDSL Digital Sub-Loop	PENDING		$ 152.36	
224	1A			4-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		$ 53.24	
225	1A			2-Wire ISDN Digital Sub-Loop	PENDING		$ 176.96	
226	1A			2-Wire ISDN Digital Sub-Loop - Disconnect	PENDING		$ 52.98	
227	1A			4-Wire DS1 Digital Sub-Loop	PENDING		$ 346.37	
228	1A			4-Wire DS1 Digital Sub-Loop - Disconnect	PENDING		$ 78.59	

	A	B	C	D	E	F	G	H
1		WISCONSIN				Recurring	Non Recurring	
2					USOC	Monthly	Initial	Additional
229								
230	1A		Service Order Charge					
231	1A			Establish, per occasion	PENDING		$ 0.07	
232	1A			Establish, per occasion - Disconnect	PENDING		$ 0.04	
233	1A			Add or change, per occasion	PENDING		$ 0.07	
234	1A			Record Work Only	PENDING		$ 0.04	
235	1A		Line Connection Charge					
236	1A			per occasion	PENDING		$ 30.64	
237	1A			per occasion - Disconnect	PENDING		$ 3.86	
238								
239		LST						
240			* Line & Station Transfer(LST) performed on CODSLAM Loop		URCLD	NA	$0.00	
241			* Line & Station Transfer(LST) performed on CODSLAM Loop		URCLB	NA	$0.00	
242				*In Wisconsin only, if CLEC has incorporated the UNE loop rates from PSCW Docket 6720-TI-187into this Agreement, the non-recurring loop conditioning rates and the Line and Station Transfer (LST) non-recurring charge that applies in those instances where SBC Wisconsin performs an LST in lieu of conditioning in connection with an xDSL loop in the maintenance phase, set forth hereinabove for Wisconsin, shall be eliminated and SBC Wisconsin shall cease to bill and collect for such rates.				
243								
244		LNP						
245	4A	Local Number Portability			NSR	$0.00		
246								
247		Cross Connects						
248			2-Wire		CXCT2	$ 0.19	NA	NA
249			4-Wire		CXCT4	$ 0.38	NA	NA
250			DS1/LT1		CXCDX	$ 0.52	NA	NA
251			DS3/LT3		CXC8X	$ 0.96	NA	NA
252	1A		DS3 C.O. Cross-Connect		CXCBX	$ 25.89	NA	NA
253								
254		Dedicated Transport (Interoffice Transmission Facilities)						
255			Interoffice Transport:					
256	1A		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 18.49		
257	1A			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 2.19		
258	1A		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 191.33		
259	1A			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 33.29		
260	1A			Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	$ 191.33		
261	1A			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	$ 33.29		
262								
263		Multiplexing						
264	1A		DS1 to Voice Grade		QMVX1-X3	$ 342.91	NA	NA
265	1A		DS3 to DS1		QM3X1-X3	$ 473.51	NA	NA
266								
267		Dedicated Transport Cross Connects						
268			DS1		CXCDX	$ 0.52		
269			DS3		CXCEX	$ 0.96		
270								
271	1A	Dark Fiber Interoffice						
272	1A			Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$ 30.41		
273	1A			Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$ 0.003315		
274	1A			Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$ 2.69		
275	1A	Inquiry (Per Request)						
276	1A			Dark Fiber Interoffice Transport - NRC	NR9D6		$ 284.17	
277	1A		FIRM ORDER (Per Fiber Strand)					
278	1A			Administrative per Order				
279	1A			Connect	NRB51		$ 10.97	
280	1A			Disconnect	N49H2		$ 12.73	
281	1A			Dark Fiber Interoffice Transport - NRC				
282	1A			Connect	NRB54		$ 411.80	
283	1A			Disconnect	NR9H5		$ 106.10	
284								
285		Dedicated Transport Optional Features & Functions						
286	1A		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3	NA	$ 271.14	
287	1A			Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect	PENDING		$ 63.91	
288								

	A	B	C	D	E	F	G	H
1		WISCONSIN				Recurring	Non Recurring	
2					USOC	Monthly	Initial	Additional
289		Dedicated Transport Installation & Rearrangement Charges						
290			DS1	Administrative Charge - Connect & Disconnect		NA	$ 62.64	NA
291				Design & CO Connect & Disconnect		NA	$ 106.59	NA
292				Carrier Connection Charge, Per Order		NA	NA	NA
293			DS3	Administrative Charge - Connect & Disconnect		NA	$ 62.64	NA
294				Design & CO Connect & Disconnect		NA	$ 119.57	NA
295				Carrier Connection Charge, Per Order		NA	NA	NA
296								
297		Maintentance of Service Charge			VRP	NA	$ 71.00	NA
298								
299		OTHER						
300			Directory Assistance					
301				Facility-based DA				
302				Directory Assistance/National Directory Assistance/Reverse DA , per call	OPEN	$ 0.35	NA	NA
303				Directory Assistance Call Completion (DACC)	OPEN	$ 0.15	NA	NA
304								
305				Branding - Other - Initial/Subsequent Load	OPEN		$ 1,800.00	
306				- per call	OPEN	$ 0.025		
307								
308				Branding - Facility Based - Initial/Subsequent Load				
309				- Branding, per trunk group	OPEN	NA	$ 800.00	NA
310								
311				Rate Reference - Initial Load	OPEN	NA	$ 2,200.00	NA
312				Rate Reference - Subsequent Load	OPEN	NA	$ 1,000.00	NA
313								
314			DA Listings					
315			DA Listing Liscense					
316				Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
317				- per listing for initial load	OPEN	NA	$ 0.040	NA
318				- per listing for subsequent updates	OPEN	NA	$ 0.060	NA
319				Option #2 Full File (all states inclusive) Billable Release				
320				- per listing for initial load	OPEN	NA	$ 0.020	NA
321				- per listing for subsequent updates	OPEN	NA	$ 0.030	NA
322				- per usage/query	OPEN	NA	$ 0.020	NA
323				Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
324				- per listing for initial load	OPEN	NA	$ 0.050	NA
325				- per listing for subsequent updates	OPEN	NA	$ 0.060	NA
326				Option #4 Pick & Choose (by state) Billable Release				
327				- per listing for initial load	OPEN	NA	$ 0.020	NA
328				- per listing for subsequent updates	OPEN	NA	$ 0.030	NA
329				- per usage/query	OPEN	NA	$ 0.020	NA
330								
331			Operator Services					
332				Fully Automated Call Processing, per occurrence	OPEN	$ 0.15	NA	NA
333				Operator Assisted Call Processing, per work second	OPEN	$ 0.02	NA	NA
334								
335				Branding - Other - Initial/Subsequent Load	OPEN		1,800.00	
336				- per call	OPEN	$ 0.025		
337								
338				Branding - Facility Based - Initial/Subsequent Load				
339				- per trunk group	OPEN	NA	$ 800.00	NA
340								
341				Operator Services - Rate Reference - Initial Load	OPEN	NA	$ 2,200.00	NA
342				Operator Services - Rate Reference - Subsequent Load	OPEN	NA	$ 1,000.00	NA
343								
344			Structure Access - Poles & Ducts			Annually		
345	4A			Per Pole attachment*	OPEN	$ 3.03		
346	4A			Per Foot of innerduct	OPEN	$ 0.31		
347	4A			Application fee	OPEN		$ 200.00	
348				*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
349				additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
350								
351			Emergency Number Service Access					
352				911 Selective Router Interconnection				
353	6A			- Digital DS1 Interface		333.02	$ 1,231.58	
354	6A			-Each DSO installed	OPEN	NA	$ 642.28	
355	6A			-Analog Channel Interface	EVG9X	$ 26.29	$ 737.59	
356				ANI/ALI/SR and Database Management				
357	6A			- Per 100 records, rounded up to nearest 100	9S89X	$ 3.75	$ 642.78	
358	6A			-Acess Routing File (CD-ROM)	OPEN	$ 23.39		
359				911 Selective Router Switch Administration				
360	6A			-Per Selective Router	OPEN	$ 6.05	$ 2,318.07	
361								
362	1A		Daily Usage Feed(DUF),per message		USAGE	$ 0.000531		
363								
364		INTERCARRIER COMPENSATION				USAGE		

	A	B	C	D	E	F	G	H
1		WISCONSIN				Recurring	Non Recurring	
2					USOC	Monthly	Initial	Additional
365	4A							
366			Transport and Termination of ISP-bound Traffic, per MOU			$ 0.0007		
367			End Office Switching, per MOU			$ 0.004241		
368			Tandem Switching, per MOU			$ 0.000704		
369			Tandem Transport Termination, per MOU			$ 0.000188		
370			Tandem Transport Facility Mileage, per MOU per mile			$ 0.000014		
371								
372		TRANSIT SERVICE						
373			Tandem Switching, per MOU			$ 0.004406		
374			Tandem Termination, per MOU			$ 0.000070		
375			Tandem Facility, per MOU			$ 0.000061		
376								
377		RESALE				RECURRING	NON-RECURRING	
378	5A		BUSINESS					
379	5A		LOCAL EXCHANGE SERVICE					
380	5A		Business 1 Party		RESALE	17.50%	27.50%	
381	5A		Business - Measured		RESALE	17.50%	27.50%	
382	5A		Customer Operated Pay Telephone (COPT)		RESALE	17.50%	27.50%	
383								
384	5A		EXPANDED LOCAL CALLING					
385	5A		Extended Area Service		RESALE	20.00%	20.00%	
386								
387			VERTICAL SERVICES					
388	5A		Anonymous Call Rejection		RESALE	25.00%	25.00%	
389	5A		Repeat Dialing (Auto Redial)		RESALE	25.00%	25.00%	
390	5A		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		RESALE	25.00%	25.00%	
391	5A		Call Blocker		RESALE	25.00%	25.00%	
392	5A		Call Forwarding		RESALE	25.00%	25.00%	
393	5A		Call Forwarding - Busy Line		RESALE	25.00%	25.00%	
394	5A		Call Forwarding - Busy Line/Don't Answer		RESALE	25.00%	25.00%	
395	5A		Call Forwarding - Don't Answer		RESALE	25.00%	25.00%	
396	5A		Automatic CallBack (Call Return)		RESALE	25.00%	25.00%	
397	5A		Automatic CallBack-Per Use (Call Return - Usage Sensitive)		RESALE	25.00%	25.00%	
398	5A		Call Trace		RESALE	25.00%	25.00%	
399	5A		Call Waiting		RESALE	25.00%	25.00%	
400	5A		Caller ID WithName (Calling Name)		RESALE	25.00%	25.00%	
401	5A		Caller ID (Calling Number)		RESALE	25.00%	25.00%	
402	5A		MultiRing Service -1 (Personalized Ring -1 Dependent Number)		RESALE	25.00%	25.00%	
403	5A		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		RESALE	25.00%	25.00%	
404	5A		Remote Access to Call Forwarding (Grandfathered)		RESALE	0.00%	0.00%	
405	5A		Selective Call Forwarding		RESALE	0.00%	0.00%	
406	5A		Multi-Path Call Forwarding (Simultaneous Call Forwarding)		RESALE	25.00%	25.00%	
407	5A		Remote Call Forwarding-Per Feature		RESALE	25.00%	25.00%	
408	5A		RCF, Interstate, Interexchange		RESALE	25.00%	25.00%	
409	5A		RCF, Intrastate		RESALE	25.00%	25.00%	
410	5A		RCF, Interstate, International		RESALE	25.00%	25.00%	
411	5A		RCF, Intrastate, Interexchange		RESALE	25.00%	25.00%	
412	5A		RCF to 800		RESALE	25.00%	25.00%	
413	5A		RCF Additional		RESALE	25.00%	25.00%	
414	5A		Speed Calling 8		RESALE	25.00%	25.00%	
415	5A		Speed Calling 30		RESALE	25.00%	25.00%	
416	5A		Three Way Calling		RESALE	25.00%	25.00%	
417	5A		Call Screening		RESALE	25.00%	25.00%	
418	5A		Busy Line Transfer		RESALE	25.00%	25.00%	
419	5A		Alternate Answer		RESALE	25.00%	25.00%	
420	5A		Message Waiting - Tone		RESALE	25.00%	25.00%	
421	5A		Easy Call		RESALE	25.00%	25.00%	
422	5A		Prime Number Service		RESALE	25.00%	25.00%	
423	5A		SBC Wisconsin Privacy Manager		RESALE	25.00%	25.00%	
424	5A		Name and Number Delivery Service		RESALE	25.00%	25.00%	
425								
426	5A		DID					
427	5A		DID		RESALE	15.00%	15.00%	
428								
429	5A		TRUNKS					
430	5A		Trunk		RESALE	17.50%	17.50%	
431								
432	5A		AIN					
433	5A		Area Wide Networking		RESALE	25.00%	25.00%	
434	5A		SBC Wisconsin Switch Alternate Routing (ANSAR)		RESALE	25.00%	25.00%	
435	5A		SBC Wisconsin Customer Location Alternate Routing (ACLAR)		RESALE	25.00%	25.00%	
436								
437	5A		OTHER					
438	5A		Grandfathered Services		RESALE	0.00%	0.00%	
439	5A		Promotions (Greater than 90 days)		RESALE	25.00%	25.00%	
440	5A		TouchTone (Business)		RESALE	25.00%	25.00%	

	A	B	C	D	E	F	G	H
1		WISCONSIN				Recurring	Non Recurring	
2					USOC	Monthly	Initial	Additional
441	5A		TouchTone (Trunk)		RESALE	25.00%	25.00%	
442	5A		900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%	0%	
443	5A		976 (976 Information Delivery Service)		RESALE	0%	0%	
444	5A		Access Services (See Access Tariff)		RESALE	0%	0%	
445	5A		Additional Directory Listings		RESALE	15.00%	15.00%	
446	5A		Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%	0%	
447	5A		Connection Services		RESALE	25.00%	25.00%	
448	5A		Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%	0%	
449	5A		Shared Tenant Service		RESALE	0%	0%	
450								
451	5A		Data Services					
452	5A		Gigabit Ethernet Metropolitan Area Network (GigaMAN)		RESALE	8.00%	8.00%	
453	5A		PBX Trunks		RESALE	8.00%	8.00%	
454	5A		Mulit-Service Optical Network (MON)		RESALE	8.00%	8.00%	
455	5A		OCn-PTP		RESALE	8.00%	8.00%	
456	5A		ADTS-E		RESALE	8.00%	8.00%	
457	5A		DS0		RESALE	8.00%	8.00%	
458	5A		DS1		RESALE	8.00%	8.00%	
459	5A		DS3		RESALE	8.00%	8.00%	
460								
461	5A		ISDN					
462	5A		ISDN		RESALE	9.70%	9.70%	
463								
464	5A		DIRECTORY ASSISTANCE SERVICES					
465	5A		Directory Assistance Services		RESALE	15.00%	15.00%	
466	5A		Local Operator Assistance Service		RESALE	15.00%	15.00%	
467	5A		Reverse Directory Assistance (RDA)		RESALE	$1.25	NA	
468								
469	5A		TOLL					
470	5A		TOLL		RESALE	25.00%	25.00%	
471								
472	5A		OPTIONAL TOLL CALLING PLANS					
473	5A		Optional Toll Calling Plans		RESALE	25.00%	25.00%	
474	5A							
475	5A		CENTREX (PLEXAR)					
476	5A		SBC Wisconsin Centrex Service ACS		RESALE	25.00%	25.00%	
477	5A		SBC Wisconsin Centrex Network Manager		RESALE	0.00%	0.00%	
478								
479	5A		PRIVATE LINE					
480	5A		Analog Private Lines		RESALE	8.00%	8.00%	
481	5A		Private Line Channel Services		RESALE	8.00%	8.00%	
482								
483	5A		RESIDENCE			RESALE DISCOUNTS		
484	5A		LOCAL EXCHANGE SERVICE			RECURRING	NON-RECURRING	
485	5A		Life Line		RESALE	0.00%	0.00%	
486	5A		Residence 1 Party		RESALE	14.50%	25.00%	
487	5A		Residence Measured		RESALE	14.50%	25.00%	
488								
489	5A		EXPANDED LOCAL CALLING					
490	5A		Extended Area Service		RESALE	17.50%	17.50%	
491								
492	5A		VERTICAL SERVICES					
493	5A		Anonymous Call Rejection		RESALE	23.00%	23.00%	
494	5A		Repeat Dialing (Auto Redial)		RESALE	23.00%	23.00%	
495	5A		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		RESALE	23.00%	23.00%	
496	5A		Call Blocker		RESALE	23.00%	23.00%	
497	5A		Call Forwarding		RESALE	23.00%	23.00%	
498	5A		Call Forwarding - Busy Line		RESALE	23.00%	23.00%	
499	5A		Call Forwarding - Busy Line/Don't Answer		RESALE	23.00%	23.00%	
500	5A		Call Forwarding - Don't Answer		RESALE	23.00%	23.00%	
501	5A		Automatic Call-Back (Call Return)		RESALE	23.00%	23.00%	
502	5A		Automatic Call-Back Per Use (Call Return - Usage Sensitive)		RESALE	23.00%	23.00%	
503	5A		Call Trace		RESALE	23.00%	23.00%	
504	5A		Call Waiting		RESALE	23.00%	23.00%	
505	5A		Caller ID with Name (Calling Name)		RESALE	23.00%	23.00%	
506	5A		Caller ID (Calling Number)		RESALE	23.00%	23.00%	
507	5A		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		RESALE	23.00%	23.00%	
508	5A		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent numb		RESALE	23.00%	23.00%	
509	5A		Remote Access to Call Forwarding (GF)		RESALE	0.00%	0.00%	
510	5A		RCF, Interstate, Interexchange		RESALE	23.00%	23.00%	
511	5A		RCF, Intrastate		RESALE	23.00%	23.00%	
512	5A		RCF, Interstate, International		RESALE	23.00%	23.00%	
513	5A		RCF, Intrastate, Interexchange		RESALE	23.00%	23.00%	
514	5A		RCF to 800		RESALE	23.00%	23.00%	
515	5A		RCF Additional		RESALE	23.00%	23.00%	
516	5A		Selective Call Forwarding		RESALE	23.00%	23.00%	

	A	B	C	D	E	F	G	H
1		WISCONSIN				Recurring	Non Recurring	
2					USOC	Monthly	Initial	Additional
517	5A		Speed Calling 8		RESALE	23.00%	23.00%	
518	5A		Three Way Calling		RESALE	23.00%	23.00%	
519	5A		Call Screening		RESALE	23.00%	23.00%	
520	5A		Busy Line Transfer		RESALE	23.00%	23.00%	
521	5A		Alternate Answer		RESALE	23.00%	23.00%	
522	5A		Message Waiting - Tone		RESALE	23.00%	23.00%	
523	5A		Easy Call		RESALE	23.00%	23.00%	
524	5A		SBC Wisconsin Privacy Manager		RESALE	23.00%	23.00%	
525	5A		Name and Number Delivery Service		RESALE	23.00%	23.00%	
526								
527	5A		ISDN					
528	5A		ISDN		RESALE	9.70%	9.70%	
529								
530	5A		DIRECTORY ASSISTANCE SERVICES					
531	5A		Directory Assistance Services		RESALE	15.00%	15.00%	
532	5A		Local Operator Assistance Service		RESALE	15.00%	15.00%	
533	5A		Reverse Directory Assistance (RDA)		RESALE	$1.25	NA	
534								
535	5A		OTHER					
536	5A		Grandfathered Services		RESALE	0.00%	0.00%	
537	5A		Promotions (Greater than 90 Days)		RESALE	23.00%	23.00%	
538	5A		TouchTone		RESALE	23.00%	23.00%	
539	5A		Home Services Packages		RESALE	23.00%	23.00%	
540	5A		900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%	0%	
541	5A		976 (976 Information Delivery Service)		RESALE	0%	0%	
542	5A		Access Services (See Access Tariff)		RESALE	0%	0%	
543	5A		Additional Directory Listings		RESALE	15.00%	15.00%	
544	5A		Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%	0%	
545	5A		Connection Services		RESALE	25.00%	25.00%	
546	5A		Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%	0%	
547	5A		Shared Tenant Service		RESALE	0%	0%	
548	5A		Restoral of Service Charge				Tariff 20 Part 22 Section 2	
549								
550	5A		TOLL					
551	5A		Toll		RESALE	21.50%	21.50%	
552								
553	5A		Electronic Billing Information Data (daily usage)		RESALE	$ 0.000531		
554	5A		per message		USAGE			
555								
556	5A		Line Connection Charge					
557			Normal Working Hours - Residence			$22.50		
558			Normal Working Hours - Business			$14.97		
559			After Normal Working Hourse - Residence			$22.95		
560			After Normal Working Hourse - Business			$22.48		
561			Sundays and Holidays - Residence			$22.58		
562			Sundays and Holidays - Business			$29.94		
563								
564			Central Office Work Charge					
565			Normal Working Hours - Residence			$3.98		
566			Normal Working Hours - Business			$3.84		
567			After Normal Working Hourse - Residence			$5.96		
568			After Normal Working Hourse - Business			$5.76		
569			Sundays and Holidays - Residence			$7.95		
570			Sundays and Holidays - Business			$7.69		
571								
572			Restoral of Service Charge - Residence			$3.98		
573			Restoral of Service Charge - Business			$3.84		
574								
575			Waivers, Disasters					
576			Nonrecurring charges without the waiver:					
577			Residence					
578			Service Ordering Charge, per order			$16.43		
579			Central Office Line Connection Charge, per line			$22.50		
580			Business					
581			Service Ordering Charge, per order			$31.90		
582			Central Office Line Connection Charge, per line			$14.97		
583			Nonrecurring charges with the waiver:					
584			Residence					
585			Service Ordering Charge, per order			-		
586			Central Office Line Connection Charge, per line			-		
587			Business					
588			Service Ordering Charge, per order			-		
589			Central Office Line Connection Charge, per line			-		
590								
591	5A		Service Order/Service Request Charge					
592			Establish - Residence			$14.48		

	A	B	C	D	E	F	G	H
1		WISCONSIN				Recurring	Non Recurring	
2					USOC	Monthly	Initial	Additional
593			Establish - Business			$31.90		
594			Additional charge for Type II Trunks			$145.00		
595			Add or Change - Residence			$10.50		
596			Add or Change - Business			$18.85		
597			Record Type Orders Only - Residence			$6.00		
598			Record Type Orders Only - Business			$10.15		
599								
600	5A		Non-Electronic (Manual) Service Order Charge					
601	5A		Residence		RESALE	$9.02		
602	5A		Business		RESALE	$9.02		
603								
604			The IDLC conversion charge has been added to the unbundled loop rates, instead of being added as a separate line item,for administrative convenience. In the event the Commission orders a new unbundled loop rate, the $0.16 IDLS conversion charge will be added to the new unbundled loop rates.					
605	1A		6720-TI-161					
606	2A		6720-TI-187					
607	2B		SBC will charge $0 Rate if CLEC agrees to take pricing from 6720-TI-187					
608	3A		TRRO declassified					
609	4A		FCC MANDATED					
610	5A		The SGAT (Statement of Generally Accepted Terms) established the resale discount in Wisconsin in 1997.					
611			The SGAT was provided as part of the WI PSC Docket - 672-TI-120.					
612	6A		Tariff #20, Part 23, Section 3					
613								
614								
615								

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
2	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
3	REAL ESTATE				
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		$9.28
5	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		$19.56
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	$5.97	
7	COMMON SYSTEMS				
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	$0.44	$59.86
9	PLANNING				
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	$0.09	$7.55
11	Planning	Per Request	NRFCD		$5,244.43
12	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		$2,267.04
13	Planning - Subsequent Power Cabling	Per Request	NRFCF		$2,306.10
14	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		$2,884.60
15	Planning - Non-Standard	Per Request	NRFCH		$1,436.00
16	POWER PROVISIONING				
17	Power Panel:				
18	50 Amp	Per Power Panel (CLEC Provided)	NONE		
19	200 Amp	Per Power Panel (CLEC Provided)	NONE		
20	Power Cable and Infrastructure:				
21	Power Cable Rack	Per Four Power Cables or Quad	NONE		
22	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	Under Development	$0.25	$48.23
23	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	$0.25	$48.23
24	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	Under Development	$0.25	$48.23
25	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	Under Development	$0.25	$48.23
26	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	$0.25	$48.23
27	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	$0.25	$48.23
28	Equipment Grounding:				
29	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	$0.03	$0.92
30	DC POWER AMPERAGE CHARGE				
31	HVAC	Per 10 Amps	S8GCS	$14.62	
32	Per Amp	Per Amp	S8GCR	$10.61	
33	FIBER CABLE PLACEMENT				
34	Central Office:				
35	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	$4.85	$809.13
36	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	$8.76	
37	MISCELLANEOUS & OPTIONAL COST:				
38	MISCELLANEOUS COSTS				
39	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	$0.08	$14.81
40	Bits Timing	Per two circuits	S8FQT	$3.58	$698.82
41	Space Availability Report	Per Premise	NRFCQ		$168.04
42	Security Access / ID Cards	Per Five Cards	NRFCM		$123.35
43	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		$203.35
44	CAGE COMMON COSTS				
45	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL6O		$5.29
46	INTERCONNECTION COSTS:				
47	ILEC TO CLEC CONNECTION				
48	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	$3.86	$156.02
49	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	$3.86	$156.02
50	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	$295.42	$3,105.79
51	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	$6.07	$486.89
52	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	$115.30	$1,809.40
53	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	$5.69	$116.67
54	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	$3.76	$495.49
55	CLEC TO CLEC CONNECTION				
56	Cable Racking and Hole for Optical	Per Cable	S8GFE	$0.82	
57	Cable Racking and Hole for DS1	Per Cable	S8GFF	$0.57	
58	Cable Racking and Hole for DS3	Per Cable	S8GFG	$0.50	
59	Route Design		NRFCX		$424.88
60	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	$0.18	
61	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	$0.12	
62	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	$0.31	
63	TIME SENSITIVE ACTIVITIES				
64	PRE-VISITS				
65	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		$23.23
66	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		$19.60
67	CO Manager - 1st Level	Per 1/4 Hour	NRFCT		$19.72
68	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		$19.24
69	CONSTRUCTION VISITS				
70	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		$19.24
71	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		$23.23
72					
73	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
74	REAL ESTATE				
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		$9.28
76	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		$19.56
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	$5.97	
78	COMMON SYSTEMS				
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	$0.44	$59.86
80	PLANNING				
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	$0.09	$7.55
82	Planning	Per Request	NRFCD		$5,244.43
83	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		$2,267.04

	A	B	C	D	E
84	Planning - Subsequent Power Cabling	Per Request	NRFCF		$2,306.10
85	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		$2,884.60
86	Planning - Non-Standard	Per Request	NRFCH		$1,436.00
87	POWER PROVISIONING				
88	Power Panel:				
89	50 Amp	Per Power Panel	S8GC8	$15.77	$3,079.47
90	200 Amp	Per Power Panel	S8GC9	$18.75	$3,659.46
91	Power Cable and Infrastructure:				
92	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	$5.83	$1,378.83
93	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	$7.74	$1,570.84
94	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	$8.35	$1,700.70
95	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	$8.96	$1,830.56
96	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	$9.57	$1,954.85
97	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	$11.39	$2,344.44
98	Equipment Grounding:				
99	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	$0.03	$0.92
100	DC POWER AMPERAGE CHARGE				
101	HVAC	Per 10 Amps	S8GCS	$14.62	
102	Per Amp	Per Amp	S8GCR	$10.61	
103	FIBER CABLE PLACEMENT				
104	Central Office:				
105	Fiber Cable	Per Fiber Cable Sheath	S8GDE	$4.85	$1,619.88
106	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	$8.76	
107	MISCELLANEOUS & OPTIONAL COST:				
108	MISCELLANEOUS COSTS				
109	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	$0.08	$14.81
110	Bits Timing	Per two circuits	S8GEJ	$3.58	$698.82
111	Space Availability Report	Per Premise	NRFCQ		$168.04
112	Security Access / ID Cards	Per Five Cards	NRFCM		$123.35
113	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		$203.35
114	CAGE COMMON COSTS				
115	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	$0.27	$19.70
116	INTERCONNECTION COSTS:				
117	ILEC TO CLEC CONNECTION				
118	Voice Grade Arrangement	100 Copper Pairs	S8GD4	$4.92	$1,027.16
119	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	$4.92	$1,027.16
120	DS1 Arrangement - DCS	28 DS1	S8GDK	$297.44	$3,613.06
121	DS1 Arrangement - DSX	28 DS1	S8GDP	$9.79	$1,346.48
122	DS3 Arrangement - DCS	1 DS3	S8GDV	$115.58	$2,181.58
123	DS3 Arrangement - DSX	1 DS3	S8GDZ	$7.14	$603.89
124	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	$6.55	$1,779.78
125	CLEC TO CLEC CONNECTION				
126	Cable Racking and Hole for Optical	Per Cable	S8GFE	$0.82	
127	Cable Racking and Hole for DS1	Per Cable	S8GFF	$0.57	
128	Cable Racking and Hole for DS3	Per Cable	S8GFG	$0.50	
129	Route Design		NRFCX		$424.88
130	Connection for DS1	Per 28 Circuits	S8GFC	$1.41	$982.35
131	Connection for DS3	Per Circuit	S8GFD	$1.30	$433.86
132	Connection for Optical (Fiber)	Per Cable	S8GFB	$1.38	$1,404.07
133	TIME SENSITIVE ACTIVITIES				
134	PRE-VISITS				
135	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		$23.23
136	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		$19.60
137	CO Manager - 1st Level	Per 1/4 Hour	NRFCT		$19.72
138	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		$19.24
139	CONSTRUCTION VISITS				
140	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		$19.24
141	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		$23.23
142					
143	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS				
144	REAL ESTATE				
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		$92.81
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		$195.57
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	$64.21	
148	COMMON SYSTEMS				
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	$9.35	$760.45
150	PLANNING				
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	$1.13	$75.54
152	Planning	Per Request	NRFCJ		$4,601.93
153	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		$2,267.04
154	Planning - Subsequent Power Cabling	Per Request	NRFCF		$2,306.10
155	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		$2,884.60
156	Planning - Non-Standard	Per Request	NRFCH		$1,436.00
157	POWER PROVISIONING				
158	Power Panel:				
159	50 Amp	Per Power Panel (CLEC Provided)	NONE		
160	200 Amp	Per Power Panel (CLEC Provided)	NONE		
161	Power Cable and Infrastructure:				
162	Power Cable Rack	Per Four Power Cables or Quad	NONE		
163	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	Under Development	$0.25	$48.23
164	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	$0.25	$48.23
165	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	Under Development	$0.25	$48.23
166	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	Under Development	$0.25	$48.23
167	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	$0.25	$48.23
168	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	$0.25	$48.23

	A	B	C	D	E
169	Equipment Grounding:				
170	Ground Cable Placement	Per Frame	S8GDB	$0.33	$15.32
171	DC POWER AMPERAGE CHARGE				
172	HVAC	Per 10 Amps	S8GCS	$14.62	
173	Per Amp	Per Amp	S8GCR	$10.61	
174	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	$1.27	
175	FIBER CABLE PLACEMENT				
176	Central Office:				
177	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	$4.85	$809.13
178	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	$8.76	
179	CEV, HUT & Cabinets:				
180	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		$53.58
181	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	$2.61	
182	MISCELLANEOUS & OPTIONAL COST:				
183	MISCELLANEOUS COSTS				
184	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	$0.08	$14.81
185	Bits Timing	Per two circuits	S8FQT	$3.58	$698.82
186	Space Availability Report	Per Premise	NRFCQ		$168.04
187	Security Access / ID Cards	Per Five Cards	NRFCM		$123.35
188	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		$203.35
189	CAGELESS / POT BAY OPTIONS				
190	Standard Equipment Bay	Each (CLEC Provided)	NONE		
191	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE		
192	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE		
193	VF/DS0 Termination Module	Each (CLEC Provided)	NONE		
194	DDP-1 Panel	Each (CLEC Provided)	NONE		
195	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE		
196	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE		
197	DS3 Interconnect Module	Each (CLEC Provided)	NONE		
198	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE		
199	Fiber Termination Dual Module	Each (CLEC Provided)	NONE		
200	CEV, HUT, CABINET				
201	24 Foot CEV	2 Inch Mounting Space	S8GE3	$1.64	
202	16 Foot CEV	2 Inch Mounting Space	S8GE4	$1.77	
203	Maxi-Hut	2 Inch Mounting Space	S8GE1	$0.77	
204	Mini-Hut	2 Inch Mounting Space	S8GE2	$1.33	
205	Large Cabinet	2 Inch Mounting Space	S8GEX	$1.63	
206	Medium Cabinet	2 Inch Mounting Space	S8GEY	$2.19	
207	Small Cabinet	2 Inch Mounting Space	S8GEZ	$3.29	
208	INTERCONNECTION COSTS:				
209	ILEC TO CLEC CONNECTION				
210	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	$3.86	$156.02
211	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	$3.86	$156.02
212	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	$295.42	$3,105.79
213	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	$6.07	$486.89
214	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	$115.30	$1,809.40
215	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	$5.69	$116.67
216	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	$3.76	$495.49
217	CLEC TO CLEC CONNECTION				
218	Cable Racking and Hole for Optical	Per Cable	S8GFE	$0.82	
219	Cable Racking and Hole for DS1	Per Cable	S8GFF	$0.57	
220	Cable Racking and Hole for DS3	Per Cable	S8GFG	$0.50	
221	Route Design		NRFCX		$424.88
222	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	$0.18	$0.00
223	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	$0.12	$0.00
224	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	$0.31	$0.00
225	PROJECT MANAGEMENT				
226	CEV, HUT & CABINET				
227	Project Coordination	Per CLEC Application	NRFCK		$631.17
228	TIME SENSITIVE ACTIVITIES				
229	PRE-VISITS				
230	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		$23.23
231	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		$19.60
232	CO Manager - 1st Level	Per 1/4 Hour	NRFCT		$19.72
233	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		$19.24
234	CONSTRUCTION VISITS				
235	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		$19.24
236	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		$23.23
237					
238	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS				
239	REAL ESTATE				
240	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		$92.81
241	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		$195.57
242	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	$64.21	
243	COMMON SYSTEMS				
244	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	$9.35	$760.45
245	PLANNING				
246	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	$1.13	$75.54
247	Planning	Per Request	NRFCJ		$4,601.93
248	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		$2,267.04
249	Planning - Subsequent Power Cabling	Per Request	NRFCF		$2,306.10
250	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		$2,884.60
251	Planning - Non-Standard	Per Request	NRFCH		$1,436.00
252	POWER PROVISIONING				
253	Power Panel:				

	A	B	C	D	E
254	50 Amp	Per Power Panel	S8GC8	$15.77	$3,079.47
255	200 Amp	Per Power Panel	S8GC9	$18.75	$3,659.46
256	Power Cable and Infrastructure:				
257	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	$5.83	$2,100.33
258	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	$7.74	$2,262.52
259	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	$8.35	$2,424.71
260	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	$8.96	$2,586.91
261	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	$9.57	$2,749.10
262	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	$11.39	$3,236.32
263	Equipment Grounding:				
264	Ground Cable Placement	Per Frame	S8GDB	$0.33	$15.32
265	DC POWER AMPERAGE CHARGE				
266	HVAC	Per 10 Amps	S8GCS	$14.62	
267	Per Amp	Per Amp	S8GCR	$10.61	
268	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	$1.27	
269	FIBER CABLE PLACEMENT				
270	Central Office:				
271	Fiber Cable	Per Fiber Cable Sheath	S8GDE	$4.85	$1,619.88
272	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	$8.76	
273	CEV, HUT & Cabinets:				
274	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		$53.58
275	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	$2.61	
276	MISCELLANEOUS & OPTIONAL COST:				
277	MISCELLANEOUS COSTS				
278	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	$0.08	$14.81
279	Bits Timing	Per two circuits	S8GEJ	$3.58	$698.82
280	Space Availability Report	Per Premise	NRFCQ		$168.04
281	Security Access / ID Cards	Per Five Cards	NRFCM		$123.35
282	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		$203.35
283	CAGELESS / POT BAY OPTIONS				
284	Standard Equipment Bay	Each	NRFCO	$8.89	$721.28
285	Non-Standard Cabinet Bay	Each	NRFCP	$17.78	$3,470.81
286	VF/DS0 Termination Panel/Module	Each	S8GE5	$3.10	$605.64
287	DDP-1 Panel/Jack Access Card	Each	S8GE6	$8.08	$1,576.65
288	DS3/STS-1 Interconnect Panel	Each	S8GE7	$2.38	$465.47
289	DS3 Interconnect Module	Each	S8GE8	$0.45	$87.35
290	Fiber Optic Splitter Panel	Each	S8GE9	$1.52	$297.00
291	Fiber Termination Dual Module	Each	S8GFA	$1.37	$267.88
292	CEV, HUT, CABINET				
293	24 Foot CEV	2 Inch Mounting Space	S8GE3	$1.64	
294	16 Foot CEV	2 Inch Mounting Space	S8GE4	$1.77	
295	Maxi-Hut	2 Inch Mounting Space	S8GE1	$0.77	
296	Mini-Hut	2 Inch Mounting Space	S8GE2	$1.33	
297	Large Cabinet	2 Inch Mounting Space	S8GEX	$1.63	
298	Medium Cabinet	2 Inch Mounting Space	S8GEY	$2.19	
299	Small Cabinet	2 Inch Mounting Space	S8GEZ	$3.29	
300	INTERCONNECTION COSTS:				
301	ILEC TO CLEC CONNECTION				
302	Voice Grade Arrangement	100 Copper Pairs	S8GD6	$4.92	$1,027.16
303	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	$4.92	$1,027.16
304	DS1 Arrangement - DCS	28 DS1	S8GDL	$297.44	$3,613.06
305	DS1 Arrangement - DSX	28 DS1	S8GDQ	$9.79	$1,346.48
306	DS3 Arrangement - DCS	1 DS3	S8GDW	$115.58	$2,181.58
307	DS3 Arrangement - DSX	1 DS3	S8GD1	$7.14	$603.89
308	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	$6.55	$1,779.78
309	CLEC TO CLEC CONNECTION				
310	Cable Racking and Hole for Optical	Per Cable	S8GFE	$0.82	
311	Cable Racking and Hole for DS1	Per Cable	S8GFF	$0.57	
312	Cable Racking and Hole for DS3	Per Cable	S8GFG	$0.50	
313	Route Design		NRFCX		$424.88
314	Connection for DS1	Per 28 Circuits	S8GFC	$1.41	$982.35
315	Connection for DS3	Per Circuit	S8GFD	$1.30	$433.86
316	Connection for Optical (Fiber)	Per Cable	S8GFB	$1.38	$1,404.07
317	PROJECT MANAGEMENT				
318	CEV, HUT & CABINET				
319	Project Coordination	Per CLEC Application	NRFCK		$631.17
320	TIME SENSITIVE ACTIVITIES				
321	PRE-VISITS				
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		$23.23
323	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		$19.60
324	CO Manager - 1st Level	Per 1/4 Hour	NRFCT		$19.72
325	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		$19.24
326	CONSTRUCTION VISITS				
327	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		$19.24
328	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		$23.23
329					
330	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON				
331	REAL ESTATE				
332	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		$92.81
333	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		$195.57
334	Floor Space Usage	Per Linear Foot	S8GCO	$24.87	
335	COMMON SYSTEMS				
336	Common Systems - Common	Per Linear Foot	S8GCP	$3.62	$294.37
337	PLANNING				
338	Planning - Central Office	Per Linear Foot	S8GCC	$0.44	$29.24

	A	B	C	D	E
339	Planning	Per Request	NRFCJ		$4,601.93
340	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		$2,267.04
341	Planning - Subsequent Power Cabling	Per Request	NRFCF		$2,306.10
342	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		$2,884.60
343	Planning - Non-Standard	Per Request	NRFCH		$1,436.00
344	POWER PROVISIONING				
345	Power Panel:				
346	50 Amp	Per Power Panel (CLEC provides)	NONE		
347	200 Amp	Per Power Panel (CLEC provides)	NONE		
348	Power Cable and Infrastructure:				
349	Power Cable Rack	Per Four Power Cables or Quad	NONE		
350	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	Under Development	$0.25	$48.23
351	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	$0.25	$48.23
352	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	Under Development	$0.25	$48.23
353	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	Under Development	$0.25	$48.23
354	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	$0.25	$48.23
355	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	$0.25	$48.23
356	Equipment Grounding:				
357	Ground Cable Placement	Per Linear Foot	S8GDC	$0.13	$5.93
358	DC POWER AMPERAGE CHARGE				
359	HVAC	Per 10 Amps	S8GCS	$14.62	
360	Per Amp	Per Amp	S8GCR	$10.61	
361	FIBER CABLE PLACEMENT				
362	Central Office:				
363	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	$4.85	$809.13
364	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	$8.76	
365	MISCELLANEOUS & OPTIONAL COST:				
366	MISCELLANEOUS COSTS				
367	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	$0.08	$14.81
368	Bits Timing	Per two circuits	S8FQT	$3.58	$698.82
369	Space Availability Report	Per Premise	NRFCQ		$168.04
370	Security Access / ID Cards	Per Five Cards	NRFCM		$123.35
371	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		$203.35
372	CAGE COMMON COSTS				
373	Cage Preparation	Per Linear Foot	S8GCJ	$1.00	$157.00
374	INTERCONNECTION COSTS:				
375	ILEC TO CLEC CONNECTION				
376	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	$3.86	$156.02
377	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	$3.86	$156.02
378	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	$295.42	$3,105.79
379	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	$6.07	$486.89
380	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	$115.30	$1,809.40
381	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	$5.69	$116.67
382	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	$3.76	$495.49
383					
384	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON				
385	REAL ESTATE				
386	Site Conditioning	Per Bay	S8GCL		$92.81
387	Safety & Security	Per Frame	S8GCN		$195.57
388	Floor Space Usage	Per Linear Foot	S8GCO	$24.87	
389	COMMON SYSTEMS				
390	Common Systems - Common	Per Linear Foot	S8GCP	$3.62	$294.37
391	PLANNING				
392	Planning - Central Office	Per Linear Foot	S8GCC	$0.44	$29.24
393	Planning	Per Request	NRFCJ		$4,601.93
394	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		$2,267.04
395	Planning - Subsequent Power Cabling	Per Request	NRFCF		$2,306.10
396	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		$2,884.60
397	Planning - Non-Standard	Per Request	NRFCH		$1,436.00
398	POWER PROVISIONING				
399	Power Panel:				
400	50 Amp	Per Power Panel	S8GC8	$15.77	$3,079.47
401	200 Amp	Per Power Panel	S8GC9	$18.75	$3,659.46
402	Power Cable and Infrastructure:				
403	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	$5.83	$1,378.83
404	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	$7.74	$1,570.84
405	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	$8.35	$1,700.70
406	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	$8.96	$1,830.56
407	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	$9.57	$1,954.85
408	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	$11.39	$2,344.44
409	Equipment Grounding:				
410	Ground Cable Placement	Per Linear Foot	S8GDC	$0.13	$5.93
411	DC POWER AMPERAGE CHARGE				
412	HVAC	Per 10 Amps	S8GCS	$14.62	
413	Per Amp	Per Amp	S8GCR	$10.61	
414	FIBER CABLE PLACEMENT				
415	Central Office:				
416	Fiber Cable	Per Fiber Cable Sheath	S8GDE	$4.85	$1,619.88
417	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	$8.76	
418	MISCELLANEOUS & OPTIONAL COST:				
419	MISCELLANEOUS COSTS				
420	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	$0.08	$14.81
421	Bits Timing	Per two circuits	S8GEJ	$3.58	$698.82
422	Space Availability Report	Per Premise	NRFCQ		$168.04
423	Security Access / ID Cards	Per Five Cards	NRFCM		$123.35

	A	B	C	D	E
424	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		$203.35
425	CAGE COMMON COSTS				
426	Cage Preparation	Per Linear Foot	S8GCJ	$1.00	$157.00
427	INTERCONNECTION COSTS:				
428	ILEC TO CLEC CONNECTION				
429	Voice Grade Arrangement	100 Copper Pairs	S8GD8	$4.92	$1,027.16
430	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	$4.92	$1,027.16
431	DS1 Arrangement - DCS	28 DS1	S8GDM	$297.44	$3,613.06
432	DS1 Arrangement - DSX	28 DS1	S8GDR	$9.79	$1,346.48
433	DS3 Arrangement - DCS	1 DS3	S8GDX	$115.58	$2,181.58
434	DS3 Arrangement - DSX	1 DS3	S8GD2	$7.14	$603.89
435	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	$6.55	$1,779.78
436					
437	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
438	REAL ESTATE				
439	Site Conditioning	Per Frame	S8FX5		$92.81
440	Safety & Security	Per Frame	S8FX6		$195.57
441	Floor Space Usage	Per Frame	S8F62	$28.91	
442	COMMON SYSTEMS				
443	Common Systems - Standard	Per Frame	S8F64	$10.75	
444	Common Systems - Non-Standard	Per Cabinet	S8F65	$19.36	
445	PLANNING				
446	Planning	Per Request	NRM99		$5,555.76
447	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		$2,224.49
448	Planning - Subsequent Power Cabling	Per Request	NRMAA		$2,303.84
449	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		$2,882.61
450	POWER PROVISIONING				
451	Power Cable and Infrastructure:				
452	Power Cable Rack	Per Four Power Cables or Quad	NONE		
453	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	Under Development	$0.52	
454	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	$0.52	
455	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	Under Development	$0.52	
456	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	Under Development	$0.52	
457	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	$0.52	
458	Equipment Grounding:				
459	Ground Cable Placement	Per Frame	S8F69	$0.36	
460	DC POWER AMPERAGE CHARGE				
461	HVAC	Per 10 Amps	S8FXO	$14.62	
462	Per Amp	Per Amp	S8FXN	$10.61	
463	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	$1.27	
464	FIBER CABLE PLACEMENT				
465	Central Office:				
466	Fiber Cable	Per Fiber Cable Sheath	S8F8F	$11.01	$1,971.42
467	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	$8.17	
468	CEV, HUT & Cabinets:				
469	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		$53.58
470	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	$2.61	
471	MISCELLANEOUS & OPTIONAL COST:				
472	MISCELLANEOUS COSTS				
473	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	$0.08	$14.81
474	Bits Timing	Per two circuits	S8FXS	$3.58	$698.82
475	VIRTUAL FRAME OPTIONS				
476	Standard Equipment Bay	Each (CLEC Provided)	NONE		
477	CEV, HUT, CABINET				
478	24 Foot CEV	2 Inch Mounting Space	S8FXZ	$1.64	
479	16 Foot CEV	2 Inch Mounting Space	S8FY6	$1.77	
480	Maxi-Hut	2 Inch Mounting Space	S8FXX	$0.77	
481	Mini-Hut	2 Inch Mounting Space	S8FXY	$1.33	
482	Large Cabinet	2 Inch Mounting Space	S8FXU	$1.63	
483	Medium Cabinet	2 Inch Mounting Space	S8FXV	$2.19	
484	Small Cabinet	2 Inch Mounting Space	S8FXW	$3.29	
485	INTERCONNECTION COSTS:				
486	ILEC TO CLEC CONNECTION				
487	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	$3.86	$225.02
488	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	$3.86	$225.02
489	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	$295.42	$3,496.22
490	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	$6.07	$651.13
491	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	$115.30	$2,186.12
492	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	$5.69	$204.42
493	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	$10.47	$152.71
494	VIRTUAL TO VIRTUAL CONNECTION				
495	Cable Racking and Hole for Optical	Per Cable	S8FY7	$0.90	
496	Cable Racking and Hole for DS1	Per Cable	S8FY8	$0.49	
497	Cable Racking and Hole for DS3	Per Cable	S8FY9	$0.35	
498	Route Design		NRLWF		$463.36
499	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	$0.41	$0.00
500	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	$0.27	$0.00
501	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	$0.81	$0.00
502	PROJECT MANAGEMENT				
503	CEV, HUT & CABINET				
504	Project Coordination	Per CLEC Application Augment	NRFCK		$631.17
505	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
506	CENTRAL OFFICE TYPE				
507	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		$15.15
508	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		$242.35

	A	B	C	D	E
509	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		$15.15
510	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		$15.15
511	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		$242.35
512	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		$15.15
513	CEV, HUT & CABINET				
514	Per Visit	4 Hour Minium - Initial	NRMJ9		$242.35
515	Per Visit	Per 1/4 Hour - Additional	NRML7		$15.15
516	ADDITIONAL LABOR ELEMENTS				
517	TRAINING				
518	Communications Tech	Per 1/2 Hour	NRMCD		$39.21
519	CO Manager	Per 1/2 Hour	NRME9		$39.45
520	Power Engineer	Per 1/2 Hour	NRMF9		$38.47
521	Equipment Engineer	Per 1/2 Hour	NRMHJ		$38.47
522	EQUIPMENT EVALUATION COST				
523	Equipment Engineer	Per 1/2 Hour	NRMO9		$38.47
524	TEST AND ACCEPTANCE				
525	Communications Tech	Per 1/2 Hour	NRMP2		$39.21
526					
527	SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
528	REAL ESTATE				
529	Site Conditioning	Per Frame	S8FX5		$92.81
530	Safety & Security	Per Frame	S8FX6		$195.57
531	Floor Space Usage	Per Frame	S8FX1	$28.91	
532	COMMON SYSTEMS				
533	Common Systems - Standard	Per Frame	S8FX3	$10.75	
534	Common Systems - Non-Standard	Per Frame	S8FX4	$19.36	
535	PLANNING				
536	Planning	Per Request	NRM99		$5,555.76
537	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		$2,224.49
538	Planning - Subsequent Power Cabling	Per Request	NRMAA		$2,303.84
539	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		$2,882.61
540	POWER PROVISIONING				
541	Power Cable and Infrastructure:				
542	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	$5.83	$1,378.83
543	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	$7.74	$1,570.84
544	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	$8.35	$1,700.70
545	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	$8.96	$1,830.56
546	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	$9.57	$1,954.85
547	Equipment Grounding:				
548	Ground Cable Placement	Per Frame	S8FX9	$0.36	
549	DC POWER AMPERAGE CHARGE				
550	HVAC	Per 10 Amps	S8FXO	$14.62	
551	Per Amp	Per Amp	S8FXN	$10.61	
552	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	$1.27	
553	FIBER CABLE PLACEMENT				
554	Central Office:				
555	Fiber Cable	Per Fiber Cable Sheath	S8F8F	$11.01	$1,971.42
556	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	$8.17	
557	CEV, HUT & Cabinets:				
558	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		$53.58
559	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	$2.61	
560	MISCELLANEOUS & OPTIONAL COST:				
561	MISCELLANEOUS COSTS				
562	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	$0.08	$14.81
563	Bits Timing	Per two circuits	S8FXS	$3.58	$698.82
564	VIRTUAL FRAME OPTIONS				
565	Standard Equipment Bay	Each	S8FX2	$22.19	
566	CEV, HUT, CABINET				
567	24 Foot CEV	2 Inch Mounting Space	S8FXZ	$1.64	
568	16 Foot CEV	2 Inch Mounting Space	S8FY6	$1.77	
569	Maxi-Hut	2 Inch Mounting Space	S8FXX	$0.77	
570	Mini-Hut	2 Inch Mounting Space	S8FXY	$1.33	
571	Large Cabinet	2 Inch Mounting Space	S8FXU	$1.63	
572	Medium Cabinet	2 Inch Mounting Space	S8FXV	$2.19	
573	Small Cabinet	2 Inch Mounting Space	S8FXW	$3.29	
574	INTERCONNECTION COSTS:				
575	ILEC TO CLEC CONNECTION				
576	Voice Grade Arrangement	100 Copper Pairs	S8FXC	$4.94	$1,481.37
577	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	$4.94	$1,481.37
578	DS1 Arrangement - DCS	28 DS1	S8FXE	$297.44	$4,067.27
579	DS1 Arrangement - DSX	28 DS1	S8FXF	$9.79	$1,800.69
580	DS3 Arrangement - DCS	1 DS3	S8FXG	$115.59	$2,635.79
581	DS3 Arrangement - DSX	1 DS3	S8FXH	$7.14	$1,058.10
582	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	$6.55	$1,996.19
583	VIRTUAL TO VIRTUAL CONNECTION				
584	Cable Racking and Hole for Optical	Per Cable	S8FY7	$0.90	
585	Cable Racking and Hole for DS1	Per Cable	S8FY8	$0.49	
586	Cable Racking and Hole for DS3	Per Cable	S8FY9	$0.35	
587	Route Design		NRML9		$463.36
588	Connection for DS1	Per 28 Circuits	S8FXL	$3.34	$930.53
589	Connection for DS3	Per Circuit	S8FXM	$3.26	$706.77
590	Connection for Optical	Per Cable	S8FXK	$3.32	$1,095.09
591	PROJECT MANAGEMENT				
592	CEV, HUT & CABINET				
593	Project Coordination	Per CLEC Application Augment	NRFCK		$631.17
594	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				

	A	B	C	D	E
595	CENTRAL OFFICE TYPE				
596	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		$15.15
597	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		$242.35
598	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		$15.15
599	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		$15.15
600	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		$242.35
601	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		$15.15
602	CEV, HUT & CABINET				
603	Per Visit	4 Hour Minium - Initial	NRMJ9		$242.35
604	Per Visit	Per 1/4 Hour - Additional	NRML7		$15.15
605	ADDITIONAL LABOR ELEMENTS				
606	TRAINING				
607	Communications Tech	Per 1/2 Hour	NRMCD		$39.21
608	CO Manager	Per 1/2 Hour	NRME9		$39.45
609	Power Engineer	Per 1/2 Hour	NRMF9		$38.47
610	Equipment Engineer	Per 1/2 Hour	NRMHJ		$38.47
611	EQUIPMENT EVALUATION COST				
612	Equipment Engineer	Per 1/2 Hour	NRMO9		$38.47
613	TEST AND ACCEPTANCE				
614	Communications Tech	Per 1/2 Hour	NRMP2		$39.21
615					
616	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE				
617	PLANNING				
618	Planning - Initial	Per Request	NRFA1		$9,268.73
619	Planning - Subsequent	Per Request	NRFA2		$1,606.77
620	REAL ESTATE				
621	Land Rental	Per Square Foot	S8GEN	$0.44	
622	POWER PROVISIONING				
623	Power Cable and Infrastructure:				
624	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE		
625	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE		
626	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE		
627	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE		
628	AC Service:				
629	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		$6,447.00
630	AC Usage	Per KWH	S8GEO	$0.05	
631	DC POWER AMPERAGE CHARGE				
632	Per Amp	Per Amp	S8GCR	$10.61	
633	FIBER CABLE PLACEMENT				
634	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	$2.13	$488.48
635	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	$1.55	
636	CABLE RACK				
637	DC Power Cable Rack	Per Rack	S8GEP	$13.64	$2,667.22
638	Fiber Cable Rack	Per Rack	S8GEQ	$20.63	
639	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	$30.63	
640	CONDUIT PLACEMENT				
641	DC Power Cable Rack	Per Rack	S8GES		$7,386.71
642	Fiber Cable Rack	Per Rack	S8GET		$4,711.89
643	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		$5,545.50
644	INTERCONNECTION COSTS:				
645	ILEC TO CLEC CONNECTION				
646	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	$3.86	$156.02
647	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	$3.86	$156.02
648	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	$295.42	$3,105.79
649	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	$6.07	$486.89
650	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	$115.30	$1,809.40
651	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	$5.69	$116.67
652	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	$3.76	$495.49
653					
654	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE				
655	PLANNING				
656	Planning - Initial	Per Request	NRFA1		$9,268.73
657	Planning - Subsequent	Per Request	NRFA2		$1,606.77
658	REAL ESTATE				
659	Land Rental	Per Square Foot	S8GEN	$0.44	
660	POWER PROVISIONING				
661	Power Cable and Infrastructure:				
662	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	$13.84	$7,853.86
663	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	$13.84	$14,584.00
664	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	$13.84	$20,338.00
665	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	$13.84	$28,143.00
666	AC Service:				
667	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		$6,447.00
668	AC Usage	Per KWH	S8GEO	$0.05	
669	DC POWER AMPERAGE CHARGE				
670	Per Amp	Per Amp	S8GCR	$10.61	
671	FIBER CABLE PLACEMENT				
672	Fiber Installation	Per Fiber Cable Sheath	S8GDF	$2.13	$976.96
673	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	$1.55	
674	CABLE RACK				
675	DC Power Cable Rack	Per Rack	S8GEP	$13.64	$2,667.22
676	Fiber Cable Rack	Per Rack	S8GEQ	$20.63	
677	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	$30.63	
678	CONDUIT PLACEMENT				

	A	B	C	D	E
679	DC Power Cable Rack	Per 2-Duct	S8GES		$7,386.71
680	Fiber Cable Rack	Per 1-Duct	S8GET		$4,711.89
681	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		$5,545.50
682	INTERCONNECTION COSTS:				
683	ILEC TO CLEC CONNECTION				
684	Voice Grade Arrangement	100 Copper Pairs	S8GEA	$6.19	$1,371.93
685	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	$6.19	$1,371.93
686	DS1 Arrangement - DCS	28 DS1	S8GDN	$439.98	$2,341.45
687	DS1 Arrangement - DSX	28 DS1	S8GDS	$35.04	$2,341.45
688	DS3 Arrangement - DCS	1 DS3	S8GDY	$242.36	$598.33
689	DS3 Arrangement - DSX	1 DS3	S8GD3	$12.36	$598.33
690	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	$8.25	$3,751.22
691					
692	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE				
693	PLANNING				
694	Planning	Per Request	NRFA3		$1,254.32
695	CONDUIT				
696	Conduit Space	Per Innerduct	S8GEW	$1.17	
697	INTERCONNECTION COSTS:				
698	ILEC TO CLEC CONNECTION				
699	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	$311.43	
700	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	$439.96	
701	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	$35.03	
702	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	$311.43	
703	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	$9.02	
704					
705	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE				
706	PLANNING				
707	Planning	Per Request	NRFA3		$1,254.32
708	CONDUIT				
709	Conduit Space	Per Innerduct	S8GEW	$1.17	
710	INTERCONNECTION COSTS:				
711	ILEC TO CLEC CONNECTION				
712	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	$311.43	$485.31
713	DS1 Arrangement - DCS	28 DS1	S8GDO	$439.96	$1,830.99
714	DS1 Arrangement - DSX	28 DS1	S8GDT	$35.03	$1,830.99
715	DS1 Arrangement - MDF	450 DS1	S8GDU	$311.43	$485.31
716	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	$9.02	$3,370.20
717					
718	RATES AND CHARGES FOR				
719	COMPLETE SPACE DISCONTINUANCE				
720	Application Fee	Per Request	Under Development		$503.95
721	Project Management Fee – Complete Space Discontinuance	Per Request	Under Development		$2,883.10
722	Remove Fiber Jumpers	Per linear foot	Under Development		$18.79
723	Remove Fiber Cables	Per linear foot	Under Development		$14.43
724	Remove VF/DS0 Cable	Per linear foot	Under Development		$2.60
725	Remove DS1 Cable	Per linear foot	Under Development		$4.89
726	Remove DS3 Cable (Coax)	Per linear foot	Under Development		$3.57
727	Remove Timing Cable	Per Request	Under Development		$9.64
728	Remove Power Cable-50AMP feed & below	Per linear foot	Under Development		$24.76
729	Remove Power Cable-100AMP feed & above	Per linear foot	Under Development		$22.73
730	Remove Cage Grounding Material	Each grounding lead & ground bar	Under Development		$1,462.85
731	Remove Fiber Entrance Cable	Per cable removal job	Under Development		$1,664.00
732	Infrastructure Maps & Records	Per cable removal job	Under Development		$104.00
733	Engineering Work Order	Per cable removal job	Under Development		$104.00
734	Work Group Information Distribution	Per cable removal job	Under Development		$104.00
735	Restore Floor Tile – per Standard Bay	Per Standard Bay	Under Development		$71.79
736	Floor Restoration Contractor Trip Charge	Per trip	Under Development		$144.63
737	Restore Floor Tile	Per Non-Standard Bay	Under Development		$81.53
738					
739	RATES AND CHARGES FOR				
740	SPACE REASSIGNMENT/RESTENCILING				
741	Application Fee	Per Request	Under Development		$503.95
742	Project Management Fee – Space Reassignment	Per Request	Under Development		$2,883.10
743	Restencil DS0/DSL Block	Per 100 pair block	Under Development		$15.33
744	Restencil DS1 Block	Per 28 DS1s	Under Development		$6.02
745	Restencil DS3 Coax Cable	Per cable	Under Development		$4.90
746	Restencil Fiber Cable Block	Per 12 pair cable	Under Development		$91.95
747	Restencil Fiber Jumper Block	Per 4 jumpers	Under Development		$61.30
748	Restencil Power and tag cables	Per 1-4 feeds	Under Development		$107.28
749	Restencil Timing Source and tag cable	Per cable	Under Development		$122.60
750	Timing Record Book Update	Per element	Under Development		$45.98
751	Interconnection Records Update	Per element	Under Development		$296.61
752	Power Records Update	Per element	Under Development		$355.94
753	Vendor Engineering	Per Space Reassignment job	Under Development		$711.88
754					
755	RATES AND CHARGES FOR				
756	POWER REDUCTION (CABLE REMOVAL)				
757	Application Fee	Per Request	Under Development		$503.95

	A	B	C	D	E
758	Project Management Fee – Power Reduction(cable removal)	Per Request	Under Development		$2,220.45
759	Remove Power Cable-50AMP feed & below	Per linear foot	Under Development		$24.76
760	Remove Power Cable-100AMP feed & above	Per linear foot	Under Development		$22.73
761					
762	RATES AND CHARGES FOR				
763	POWER REDUCTION (REFUSING ONLY)				
764	Application Fee	Per Request	Under Development		$503.95
765	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	Under Development		$1,562.80
766	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	Under Development		$2,004.57
767	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	Under Development		$367.81
768	Restencil Power and tag cables	Per 1-4 feeds	Under Development		$107.28
769	Power Records Update	Per element	Under Development		$355.94
770	Vendor Engineering	Per Space Reassignment job	Under Development		$711.88
771	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	Under Development		$490.41
772	Restencil Power and tag cables	Per 1-4 feeds	Under Development		$107.28
773	Power Records Update	Per element	Under Development		$355.94
774	Vendor Engineering	Per Space Reassignment job	Under Development		$711.88
775					
776	RATES AND CHARGES FOR				
777	INTERCONNECTION TERMINATION REDUCTION				
778	Application Fee	Per Request	Under Development		$503.95
779	Project Management Fee – Interconnection Cable Reduction	Per Request	Under Development		$2,441.33
780	Remove VF/DS0 Cable	Per linear foot	Under Development		$2.60
781	Remove DS1 Cable	Per linear foot	Under Development		$4.89
782	Remove DS3 Cable (Coax)	Per linear foot	Under Development		$3.57
783	Remove Fiber Cables	Per linear foot	Under Development		$14.43
784	Remove Fiber Jumpers	Per linear foot	Under Development		$18.79

Wisconsin Bell, Inc.
Line Sharing ICA Rates

	A	B	C	D	E	F	G	H	I
1	HFPL FOR LINE SHARING								
2									
3							MRC		
4	GRANDFATHERED END USERS								
5		HFPL Loop Charge (Areas A, B and C)					$ 5.45		
6									
7							Year 2 (10/02/04 to 10/01/05)	Year 3 (10/02/05 to 10/01/06)	
8	NEW END USERS								
9		HFPL Loop Charge							
10		Area A					$ 4.76	$ 7.13	
11		Area B					$ 5.44	$ 8.15	
12		Area C					$ 7.63	$ 11.14	
13									
14									

Wisconsin Bell, Inc.
Routine Network Modifications ICA Rates

	A	B	C	D	E	F
1	WISCONSIN			Recurring	Non Recurring	
2			USOC	Monthly	Initial	Additional
3	Routine Network Modifcations					
4						
5	8	HDSL Repeater Initial Installation			$1,076.49	$751.78
6						
7	8	HDSL Repeater Subsequent Installation			$810.47	$620.07
8						
9	8	Non-HDSL Repeater Initial Installation			$872.41	$549.00
10						
11	8	Non-HDSL Repeater Subsequent Installation			$607.03	$416.64
12						
13	8	Interim in accordance with Section 1.6 of Appendix Pricing.				

	A	B	C	D	E	F	G	H	I
1		WISCONSIN					Recurring	Non Recurring	
2						USOC	Monthly	Initial	Additional
3									
4	SS7/STP Access								
5	Signal Transfer Point - Port Termination - (For Both IAM/TCA msg)						$536.02	$878.81	$183.72
6	Signal Switching/IAM msg						$0.000127		
7	Signal Transport/IAM msg						$0.000256		
8	Signal Formulation/IAM msg						$0.000238		
9	Signal Tandem Swiching/IAM msg						$0.000282		
10	Signal Switching/TCAP msg						$0.000099		
11	Signal Transport/TCAP msg						$0.000105		
12	Signal Formulation/TCAP msg						$0.000123		
13	Original Point Code/per svc added or changed							$26.40	$30.61
14	Global Title Address Trans per svc added/changed							$12.48	$26.95
15									
16	SS7 Links - Cross Connects								
17	STP to Collocators Cage - DS0						See Dedicate Transport	See Dedicate Transport	See Dedicate Transport
18	STP to Collocators Cage- DS1						See Dedicate Transport	See Dedicate Transport	See Dedicate Transport
19	STP to SWBT MDF - DS0						See Dedicate Transport	See Dedicate Transport	See Dedicate Transport
20	STP to SWBT DSX Frame-DS1						See Dedicate Transport	See Dedicate Transport	See Dedicate Transport
21									
22	SS7 Links								
23	STP Access Connection - 1.544 Mbps						See Dedicate Transport	See Dedicate Transport	See Dedicate Transport
24	STP Access Link - 56 Kbps						See Dedicate Transport	See Dedicate Transport	See Dedicate Transport

APPENDIX
RECIPROCAL COMPENSATION

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APPENDIX RECIPROCAL COMPENSATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Intercarrier Compensation between AT&T WISCONSIN and MCIm.

1.2 The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated April 1, 2005 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment is intended, during its term (April 1, 2005 through June 30, 2007 unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Reciprocal Compensation. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix Reciprocal Compensation will be governed by the provisions of the Reciprocal Compensation Amendment.

1.3 Upon expiration of the Reciprocal Compensation Amendment dated April 1, 2005, the Parties agree that the terms of the Appendix Reciprocal Compensation shall apply to determine the terms of the compensation to be paid between the Parties on a prospective basis.

2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

2.1 The Telecommunications traffic exchanged between MCIm and AT&T WISCONSIN will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic Transit Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing Unbundled Network Elements; they do not apply to traffic originated over facilities provided under local Resale arrangements.

2.2 Rates for transport and termination of Local Traffic must be symmetrical. For purposes of this section, symmetrical means that the amount charged for each rate element MCIm may assess AT&T WISCONSIN for the transport and termination of Local Traffic will be the same as the amount charged for each rate element which AT&T WISCONSIN may assess MCIm for the transport and termination of Local Traffic.

2.3 Reciprocal compensation applies for transport and termination of Section 251(b)(5) Traffic. When an end user customer originates Section 251(b)(5) Traffic, the originating Party shall compensate the terminating Party for the transport and termination of such Section 251(b)(5) Traffic at the rate(s) provided in Appendix Pricing. For purposes of intercarrier compensation, "Section 251(b)(5) Traffic" will be compensated depending on the End Office or Tandem serving arrangement, so long as the originating End User Customer of one Party and the Terminating End User Customer of the other Party are:

(i) both physically located in the same AT&T WISCONSIN Local Exchange Area as defined in the AT&T WISCONSIN Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

(ii) both physically located within neighboring AT&T WISCONSIN Local Exchange Areas that are within the same common mandatory local calling area. This includes, but is not limited to, mandatory Extended Area Service (EAS) or other mandatory extended local calling.

In accordance with the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" is limited to telecommunications traffic exchanged between MCIm and AT&T WISCONSIN in which the originating end user of one Party and the terminating ISP of the other Party are:

(i) both physically located in the same AT&T WISCONSIN Local Exchange Area as defined by AT&T WISCONSIN Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

(ii) both physically located within neighboring AT&T WISCONSIN Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

AT&T WISCONSIN has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order and such traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 4.8 of this Appendix.

2.4 When traffic is either originated by or terminated to an end user customer served via unbundled Network Element (UNE) switch port, the requirements to record usage and to compensate the terminating Party shall remain the same as for switch-based service.

2.5 To the extent that the Parties are not exchanging traffic in a given Local Calling Area as of the Effective Date, the Parties' obligation to pay reciprocal compensation to each other for that Local Calling Area only shall commence on the date the Parties agree (which agreement shall not be unreasonably withheld) that the network is complete for that Local Calling Area (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating end user customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Reciprocal Compensation.

2.6 The Reciprocal Compensation arrangements set forth in this Appendix are not applicable to Exchange Access traffic. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs. The compensation arrangements for Section 251(b)(5), as defined in 47 C.F.R. § 51.701(b)(1) and subject to change in accordance therewith, are not applicable to (i) Exchange Access traffic, Information Access traffic, or Exchange Services for such access (ISP-bound Traffic shall be compensated and billed in accordance with Section 4.2 as agreed to by the parties) (ii) traffic originated by one Party on a number ported to its own network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission and subject to the Change in Law provisions of this agreement. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable state, federal and NECA tariffs. The treatment of Voice over Internet Protocol (VOIP) traffic is set forth in Section 16.

2.6.1 Foreign Exchange (FX) traffic (ISP-bound and non-ISP bound) shall be subject to bill and keep. Whether ISP-bound or non-ISP-bound, FX Traffic shall be defined as traffic for which MCIm designates different points for rating and routing such that traffic that originates in one rate center is carried by AT&T WISCONSIN to a routing point designated by MCIm in a rate center that is not local to the calling party even though the called NXX is local to the calling party.

2.7 Intentionally Omitted.

2.8 Intentionally Omitted.

2.9 Intentionally Omitted.

2.10 Intentionally Omitted.

2.11 Intentionally Omitted

2.12 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined above in Section 2.2) could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structures for Section 251(b)(5) Traffic and the FCC's ISP Terminating Compensation Plan above does not apply including, but not limited, to ISP calls that fit the definitions of the following traffic:

- FX Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

2.12.1 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place calls to an ISP under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such calls to an ISP are placed, the Parties agree that FCC's ISP Terminating Compensation Plan (including Options 1 and 2) do not apply, and that the rates, terms and conditions in this Agreement for such category of traffic shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

2.12.2 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

2.13 Intentionally Omitted.

2.14 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

2.15 Exchange Access traffic is the offering by an incumbent or competitive Local Exchange Company of services or facilities to an Inter-exchange Carrier for the purpose of the origination or termination of telephone Toll Service. Such traffic includes inter-LATA and intra-LATA toll calls and is not subject to reciprocal compensation.

3. RESPONSIBILITIES OF THE PARTIES

3.1 Both Parties to this Appendix will be responsible for the accuracy and quality of the data as submitted to the respective parties involved, for traffic originated on each Party's respective network.

3.2 For all traffic including, without limitation, Switched Access Traffic and wireless traffic, each Party shall provide Calling Party Number as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.4 and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information that accurately reflects the physical location of the end user customer that originated and/or dialed the call, when including such information is technically feasible. If either Party identifies improper incorrect or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks) or identifies stripped, altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

3.3 Intentionally Omitted

3.4 For traffic which is delivered by AT&T WISCONSIN or MCIm to be terminated on the other Party's network, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than 90%, the originating Party will supply an auditable Percent Local Usage (PLU) report quarterly, based on the previous three months' traffic, and applicable to the following three months. In lieu of the foregoing PLU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon period.

3.4.1 If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by ten percent (10%) or more, that Party shall: (i) reimburse the auditing Party for the cost of the audit; (ii) pay for the cost of a subsequent audit, which shall take place within nine (9) months of the initial audit; and (iii) be billed for all calls passed without CPN at the Intrastate IntraLATA Toll Traffic rate.

3.5 Both Parties will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.

3.6 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

3.7 Loss of Data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data. This estimate may be based on several methodologies involving at least three (3), but no more than twelve (12) consecutive months of prior usage data, if available.

4. COMPENSATION

4.1 Intentionally Omitted.

4.2 Exchange Only ISP-bound Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate

4.2.1 The ISP-Bound Traffic rates, terms, conditions in this Sections 4.2 apply only to the termination of ISP-bound Traffic as defined in herein, with the remainder of Section 251(b)(5) Traffic to be compensated at the rates in the Appendix Price Schedule. Only ISP-Bound Traffic is subject to the growth caps, new market restrictions and rebuttable presumption stated below.

4.2.2 The Parties agree to compensate each other for the transport and termination of ISP-bound Traffic on a minute of use basis, at the rate set forth in Appendix Pricing.

4.2.3 Payment of Intercarrier Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

4.2.4 Compensation for In-Balance Section 251(b)(5) Traffic

4.2.4.1 The compensation set forth below in Sections 4.2.5 and 4.4 will apply to_Section 251(b)(5) Traffic as defined in Section 2.2 of this Appendix.

4.2.5 Applicability of Rates:

4.2.5.1 The Parties agree to compensate each other for the transport and termination of Section 251(b)(5) Traffic as set forth in Appendix Pricing (ULS-Reciprocal Compensation for Termination of Local Traffic and Reciprocal Compensation) The following rate elements apply, but the corresponding rates are shown in Appendix Pricing.

4.2.5.2 Tandem Serving Rate Elements:

4.2.5.2.1 Tandem Switching - compensation for the use of tandem switching only.

4.2.5.2.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

4.2.5.2.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement.

4.2.5.3 End Office Serving Rate Elements:

4.2.5.3.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement.

4.3 Intentionally Omitted.

4.4 Tandem Interconnection Rate Application

4.4.1 For MCIm traffic that terminates to AT&T, transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. For AT&T WISCONSIN traffic that terminates to MCIm, transport and termination rates will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where MCIm has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by AT&T WISCONSIN's tandem switch, MCIm shall be entitled to receive the End Office Switching rate set forth in Section 4.2.5.3 above.

4.4.1.1 To qualify for the tandem interconnection rate pursuant to 47 C.F.R. §51.711(a)(3), MCIm must affirmatively demonstrate that its switch actually serves a geographic area comparable to the area served by AT&T's tandem switch. For purposes of this Appendix, MCIm's switch actually serves a geographic area comparable to the area served by AT&T's tandem when MCIm's switch is providing local service to NPA-NXXs assigned or ported to MCIm in the comparable geographic area. MCIm shall be entitled to the tandem interconnection rates (tandem switching, tandem common transport termination, tandem transport common facility, end office set-up and end office duration) for all calls. MCIm will use the Commission approved state-wide average of fourteen (14) miles for calculating the common transport facility rate set forth in Section 4.3.2. The Parties may mutually agree on a blended rate based on the above application of rates.

4.4.1.2 Intentionally Omitted.

4.4.2 The Parties agree that MCIm's switches serve an area comparable to AT&T WISCONSIN's tandem switches.

4.5 Intentionally Omitted

4.6 Bill and Keep for ISP-bound Traffic in New Markets

4.6.1 In the event MCIm and AT&T WISCONSIN have not previously exchanged ISP-bound Traffic in any one or more WISCONSIN LATAs, prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between MCIm and AT&T WISCONSIN for the remaining term of this Agreement in any such WISCONSIN LATAs.

4.6.2 In the event MCIm and AT&T WISCONSIN have previously exchanged traffic in an WISCONSIN LATA, prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that WISCONSIN LATA, and that any ISP-bound Traffic in other WISCONSIN LATAs, shall be Bill and Keep for the remaining term of this Agreement.

4.6.2.1 Wherever Bill and Keep is the traffic termination arrangement between MCIm and AT&T WISCONSIN, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

4.7 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic and does not include Transit traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

4.8 ISP-bound Traffic Rebuttable Presumption

4.8.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, MCIm and AT&T WISCONSIN agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between MCIm and AT&T WISCONSIN exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 4.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, MCIm and AT&T WISCONSIN will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth above for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings.

4.8.1.1 Intentionally Omitted.

4.9 Calculation of the 3:1 Ratio

4.9.1 For purposes of this Section, all Section 251(b)(5) traffic and all ISP-bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below. The Party that transports and terminates more Billable Traffic ("Out-of-Balance Carrier") will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the Section 251(b)(5) reciprocal compensation rates set forth in Appendix Pricing (ii) the amount of such traffic to be compensated at the FCC interim ISP terminating compensation rate set forth above, and (iii) the amount of such traffic subject to Bill and Keep. For ISP-Bound traffic, the Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement.

4.10 Intentionally Omitted.

4.10.1 Intentionally Omitted.

4.11 Intercarrier Unbundled Local Switching (ULS) Traffic. For the purposes of compensation where MCIm utilizes AT&T WISCONSIN' ULS (including UST), MCIm has the sole obligation to enter into a compensation agreement with third party carriers that MCIm originates traffic to and terminates traffic from, including traffic carried by Shared Transport Facilities and traffic carried on the IntraLATA Transmission Capabilities. In no event will AT&T WISCONSIN have any liability to MCIm or any third party if MCIm fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom MCIm does not have a traffic compensation agreement, MCIm will indemnify, defend and hold harmless AT&T WISCONSIN against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and MCIm will bill their respective charges directly to each other. AT&T WISCONSIN will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T WISCONSIN may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

5. COMPENSATION FOR INTRALATA TOLL CALLS

5.1 The Parties will charge each other for the termination of intraLATA toll calls in accordance with each Party's respective Switched Access tariffs, but not to exceed the compensation contained in an ILEC's

tariff in whose exchange area the End User is located, unless the Commission approves MCIm having a higher rate than AT&T WISCONSIN.

6. INTENTIONALLY OMITTED

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC

9.1 IntraLATA Interexchange traffic, not considered EAS traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 13.

9.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff.

9.3 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff.

10. INTRALATA 800 TRAFFIC

10.1 The 800 Trunking arrangements are covered in NIM appendix. If the Local/intraLATA Trunks are used and requesting carrier performs the 800 query function, the intraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, AT&T WISCONSIN will not record the intraLATA 800 Traffic.

10.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an end user customer billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

10.3 For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in each Party's respective Switched Access tariff will be charged by the Party originating the call, rather than the Party terminating the call. Billing shall be based on originating and terminating NPA NXX.

11. MEET POINT BILLING (MPB) SPECIAL and SWITCHED ACCESS TRAFFIC COMPENSATION

11.1 Intentionally Omitted.

11.2 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

11.3 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

11.4 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnect charge (RIC), if any, will be billed by the Party providing the end office function.

11.5 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

11.6 As detailed in the MECAB document, the Parties will, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer method. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of EMI Category 110XXX records to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with EMI Category 110XXX records based upon mutually agreed upon intervals.

11.7 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free service NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will be the 800 Service Provider for this function.

11.8 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic. Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

11.9 Intentionally Omitted.

11.10 AT&T WISCONSIN and MCIm agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

12. INTENTIONALLY OMITTED

13. BILLING ARRANGEMENTS FOR MUTUAL COMPENSATION TERMINATION OF LOCAL SECTION 251(B)(5), ISP-BOUND AND INTRALATA TOLL TRAFFIC

13.1 In WISCONSIN, the Billing Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network for Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party. ISP-Bound Traffic will be calculated using the 3:1 ratio as outlined in Section 4 above. The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

13.2 For lost data see section 3.7 above.

14. BILLING ARRANGEMENTS FOR LEC CARRIED INTRALATA TOLL

14.1 Since AT&T WISCONSIN in not the primary toll carrier in AT&T WISCONSIN, for AT&T WISCONSIN carried IntraLATA toll traffic, the Parties will bill each other pursuant to their intrastate access tariff or interstate access tariff as appropriate using their terminating AMA records.

15. SEGREGATING AND TRACKING FX TRAFFIC

15.1 In order to ensure that FX traffic is being appropriately segregated from other types of intercarrier traffic, the Parties will assign a Percentage of FX Usage (PFX), which shall represent the estimated percentage of minutes of use that is attributable to all FX traffic in a given month.

15.1.1 The PFX, and any adjustments thereto, must be agreed upon in writing prior to the usage month (or other applicable billing period) in which the PFX is to apply, and may only be adjusted once each quarter. The Parties may agree to use traffic studies, retail sales of FX lines, or any agreed method of estimating the FX traffic to be assigned the PFX.

16. VOICE OVER INTERNET PROTOCAL (VOIP)

16.1 Notwithstanding any other provision of this Agreement, the Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic"), in accordance with this section. IS Traffic is defined as traffic that undergoes a net protocol conversion, as defined by the FCC, between the calling and called parties, and/or traffic that features enhanced services that provide customers a capability for generating, acquiring storing, transforming, processing, retrieving, utilizing, or making available information. The Parties shall exchange IS Traffic over the same interconnection trunk groups used to exchange local traffic. In addition to other jurisdictional factors the Parties may report to one another under this Agreement, the Parties shall report a Percent Enhanced Usage ("PEU") factor on a statewide basis. The numerator of the PEU factor shall be the number of minutes of IS Traffic sent to the other Party for termination to such other Party's customers. The denominator of the PEU factor shall be the total combined number of minutes of traffic, including IS Traffic, sent over the same trunks as IS Traffic. Either Party may audit the other Party's PEU factors pursuant to the audit provisions of this Agreement. The Parties shall compensate each other for the exchange of IS Traffic applying the same rate elements used by the Parties for the exchange of ISP-bound traffic whose dialing patterns would otherwise indicate the traffic is local traffic. This compensation regime for IS Traffic shall apply regardless of the locations of the calling and called parties, and regardless of the originating and terminating NPA/NXXs.

APPENDIX
RECORDING

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APPENDIX RECORDING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which AT&T WISCONSIN will provide recording, message processing and message detail services for (1) IXC transported calls for UNE and facility-base provider as described in Exhibit I and Exhibit II, (Exhibits I and II are part of this Appendix by reference) and (2) local calls associated with MCIm's end user customer use of resale or Lawful UNE.

2. DEFINITIONS

2.1 Exchange Message Interface (EMI) Category 110XXX - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

2.2 "Assembly and Editing" - the aggregation of recorded end user customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

2.3 "Billing Company" - the company that bills for charges incurred.

2.4 "Billable Message" - a message record containing details of a completed call which is used for billing.

2.5 "Centralized Message Distribution System (CMDS)" - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between AT&T WISCONSIN and the Billing Company.

2.6 "Data Transmission" - the forwarding by AT&T WISCONSIN of message detail and/or access usage record detail in EMI format over data lines or on magnetic tapes to the appropriate Billing Company.

2.7 Intentionally Omitted.

2.8 "Interexchange Carrier (IXC)" - A third party transmission provider that carries long distance voice and non-voice traffic between user locations. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

2.9 "Interexchange Carrier (IXC) Transported" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.10 Intentionally Omitted.

2.11 "Message Processing" - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user customer and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

2.12 Intentionally Omitted

2.13 "Provision of Message Detail" - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to MCIm for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T WISCONSIN's internal network or national CMDS.

2.14 "Record" - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

2.15 "Recording" - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

2.16 "Recording Company" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.17 "800 Switching Control Point (SCP) Carrier Access Usage Summary Record (SCP Record)" - a summary record which contains information concerning the quantity and types of queries launched to an AT&T WISCONSIN SCP.

3. RESPONSIBILITIES OF THE PARTIES FOR IXC TRANSPORTED CALLS

3.1 AT&T WISCONSIN will record all IXC transported messages for MCIm carried over all Feature Group Switched Access Services that are available to AT&T WISCONSIN provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T WISCONSIN-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T WISCONSIN.

3.2 Standard Category 11 EMI record formats (210 bytes) for the provision of access usage record detail will be established by AT&T WISCONSIN and provided to MCIm. AT&T WISCONSIN shall include the "From Number" of the call originator on each EMI call record. Customer usage records and station level detail records shall be in packs in accordance with EMI standards. AT&T WISCONSIN will provide access usage data within a timely manner and within the MECAB guidelines, but no later then ten (10) business days.

3.3 Recorded billable message detail and access usage detail will not be sorted to furnish detail by specific end user customers, by specific groups of end user customers, by office, by feature group or by location.

3.4 AT&T WISCONSIN will provide message detail to MCIm in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both Parties.

3.5 In Exhibit II, MCIm will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T WISCONSIN reserves the right to limit the frequency of transmission to existing AT&T WISCONSIN processing and work schedules, holidays, etc. For AT&T WISCONSIN, data transmissions are performed on a daily basis, Monday – Friday.

3.6 AT&T WISCONSIN will determine the number data files required to provide the access usage detail to MCIm.

3.7 The Parties shall retain copies of the message detail records provided to each other for ninety (90) days. MCIm may request that data, which has previously been successfully provided to MCIm by AT&T WISCONSIN, be re-provided by AT&T WISCONSIN, at no additional charge if the record detail is within the last ninety (90) days. If the request is for detail records transmitted more than ninety (90) days prior to the request date, such recorded billable message detail and/or access usage record detail previously provided and lost or destroyed through no fault of AT&T WISCONSIN will only be made available to MCIm on an individual case basis at a cost determined by AT&T WISCONSIN.

3.8 Intentionally Omitted.

3.9 AT&T WISCONSIN will record the applicable detail necessary to generate access usage records and forward them to MCIm for its use in billing access to the IXC.

3.10 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of

corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties. A pack shall conform to industry guidelines EMI standards.

3.11 When either Party is notified that, due to error or omission, incomplete data has been provided to non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

3.12 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

3.13 Intentionally Omitted.

3.14 Intentionally Omitted.

3.15 Intentionally Omitted.

3.16 Intentionally Omitted.

3.17 AT&T WISCONSIN as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for EMI Category 110XXX ordered/required by MCIm in accordance with this agreement on a reciprocal, no-charge basis. MCIm agrees to provide any and all EMI Category 110XXX required by AT&T WISCONSIN on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

3.18 When MCIm is the Recording Company, MCIm agrees to provide its recorded billable messages detail and access usage detail data to AT&T WISCONSIN under the same terms and conditions of this Appendix.

4. DAILY USAGE FILE ("DUF") / CUSTOMER USAGE DATA

4.1 AT&T WISCONSIN will provide MCIm a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). AT&T WISCONSIN will provide MCIm with all originating and terminating call records for all UNE-P on end user customer numbers and originating call records for Resale end user customer numbers. Such Customer Usage Data shall be provided by AT&T WISCONSIN in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail end user customers of AT&T WISCONSIN within that state, (ii) with sufficient detail to enable MCIm to bill its end user customers for usage sensitive services furnished by AT&T WISCONSIN in connection with Resale Services and Network Elements provided by AT&T WISCONSIN, (iii) with sufficient detail to enable MCIm to bill AT&T WISCONSIN the appropriate access charges for the termination of AT&T WISCONSIN end user toll traffic to MCIm's UNE-P end user customer. DUF records shall be based on

call completion and not call attempts. Procedures and processes for implementing the interfaces with AT&T WISCONSIN will be included in implementation requirements documentation.

4.2 To establish file transmission for the Daily Usage File, MCIm must provide a written request to AT&T WISCONSIN, no less than sixty (60) calendar days prior to the desired first transmission date for each file.

4.3 Call detail for AT&T WISCONSIN-carried calls that are alternately billed to MCIm end user customers lines provided by AT&T WISCONSIN through Resale or Network Elements will be forwarded to MCIm as rated call detail on the DUF.

4.4 AT&T WISCONSIN shall bill MCIm for Usage Extract furnished by AT&T WISCONSIN in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information." Pricing for Resale is listed as “Electronic Bill Information” in Appendix Pricing. Pricing for Lawful UNE DUF Exchange is listed as “Unbundled Local Switch Daily Usage Fee (DUF) in Appendix Pricing.

4.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to AT&T WISCONSIN for billing, which would otherwise be processed by AT&T WISCONSIN for its retail end user customers, will be returned to the IXC and will not be passed through to MCIm. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when AT&T WISCONSIN records the message.

4.6 Intentionally Omitted.

4.7 Intentionally Omitted.

4.8 When AT&T WISCONSIN is notified that, due to error or omission, incomplete data has been provided to MCIm, AT&T WISCONSIN will make reasonable efforts to locate and/or recover the data and provide it to MCIm at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to MCIm. If written notification is not received within sixty (60) calendar days, AT&T WISCONSIN shall have no further obligation to recover the data and shall have no further liability to MCIm.

4.8.1 If, despite timely notification by MCIm, message detail is lost and unrecoverable as a direct result of AT&T WISCONSIN having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AT&T WISCONSIN will estimate the volume of lost messages and associated revenue, with assistance from MCIm, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.

4.9 Intentionally Omitted.

4.10 Intentionally Omitted.

4.11 Intentionally Omitted.

4.12 Intentionally Omitted.

4.13 AT&T WISCONSIN shall provide call records to support usage sensitive vertical features if these features are part of AT&T WISCONSIN’s resale or Lawful unbundled switching offerings in accordance to OBF guidelines.

4.14 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties.

4.15 A pack shall conform to industry guidelines EMI standards.

The attached Exhibits show the service options that are offered under this Agreement for IXC transported calls.

EXHIBIT I
SERVICES

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND EMI CATEGORY 110XXX

Option 1: This option has been withdrawn.

Option 2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from MCIm's End Office. The Recording Company creates EMI Category 110XXX for this traffic and forwards those records to MCIm.

Option 3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from MCIm's End Office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates EMI Category 110XXX and forwards the EMI Category 110XXX records to MCIm.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL EMI CATEGORY 110XXX

Option 4: MCIm Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for MCIm. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates EMI Category 110XXX and forwards the EMI Category 110XXX records to MCIm.

Option 5: MCIm Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for MCIm. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates EMI Category 110XXX and forwards the EMI Category 110XXX records to MCIm.

Option 6: This option has been withdrawn.

Option 7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option 8: Recording Company performs SSP function for MCIm's End Office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates EMI Category 110XXX and forwards EMI Category 110XXX records to MCIm.

Option 9: This option has been withdrawn.

Option 10: Recording Company performs SCP function for MCIm. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to MCIm.

TERMINATING RECORDINGS - IXC TRANSPORTED EMI CATEGORY 110XXX

Option 11: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all switched access terminating usage recordings. Recording Company creates terminating EMI Category 110XXX for this data and forwards it to MCIm.

Option 12: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating EMI Category 110XXX for this data and forwards EMI Category 110XXX records to MCIm.

Option 13: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating EMI Category 110XXX for this data and forwards EMI Category 110XXX records to MCIm.

Option 14: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating EMI Category 110XXX for this data and forwards EMI Category 110XXX records to MCIm.

Option 15: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating EMI Category 110XXX for this data and forwards EMI Category 110XXX records to MCIm.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or EMI Category 110XXX to MCIm generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. MCIm forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through AT&T WISCONSIN's internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Daily (Full Status RAO Companies will receive billable messages daily.)

Form SW-1733-III-B

EMI CATEGORY 1101XX INVOICE INTERVAL:

Daily (Full Status RAO Companies will receive EMI Category 110XXX daily.)

APPENDIX
RESALE

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APPENDIX RESALE

1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

1.1 This Appendix describes several services that AT&T WISCONSIN shall make available to MCIm for resale pursuant to this Agreement. All services or offerings of AT&T WISCONSIN, which are to be offered for resale pursuant to the Act, are subject to the terms herein. AT&T WISCONSIN shall make Telecommunications Services that AT&T WISCONSIN provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251 (c) (4) (A) of the Act and other applicable limitations.

1.1.1 The Parties acknowledge that MCIm has a duty pursuant to Section 251 (b)(1) of the Act not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of MCIm's telecommunications services.

1.2 At the request of MCIm, and pursuant to the requirements of the Act, AT&T WISCONSIN will make available to MCIm on non-discriminatory terms and conditions, any Telecommunications Service required by the Act and implementing regulations to be offered for resale that AT&T WISCONSIN currently provides or may offer hereafter. AT&T WISCONSIN shall also provide support functions and service functions, as set forth in this Appendix and Appendix OSS. The Telecommunications Services provided by AT&T WISCONSIN for resale, and the service functions and support functions provided by AT&T WISCONSIN to MCIm pursuant to this Agreement are collectively referred to as "Local Service."

1.3 MCIm may only resell AT&T WISCONSIN wholesale discounted service to other Telecommunications Carriers for the Telecommunications Carrier's own consumption, as End Users of the service, and not for the Telecommunications Carriers further resale or retail offering to the public, subject to the following conditions:

1.3.1 MCIm must resell AT&T WISCONSIN wholesale discounted service to Telecommunications Carriers at the same rates, terms and conditions as it resells to non-Telecommunications Carrier End Users;

1.3.2 Any Telecommunications Carrier, who purchases AT&T's wholesale-discounted services through MCIm, will be subject to the terms and conditions as MCIm under this MCIm/AT&T WISCONSIN Agreement, including, but not limiting to, not using AT&T WISCONSIN logo or name brand;

1.3.3 MCIm will be held responsible for any breach or violation of the terms and conditions (as provided in this MCIm/AT&T WISCONSIN Agreement) by such a third carrier, and

1.3.4 MCIm shall not circumvent the prohibition in Section 4.10 of the Resale Appendix by purchasing back (directly or indirectly), for its own use, AT&T WISCONSIN's wholesale-discounted services, from a Telecommunications Carrier, who obtained the services (directly or indirectly) from MCIm.

2. GENERAL TERMS AND CONDITIONS FOR RESALE

2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in Federal Communications Commission Rules, 47 C.F.R. Section 64.1100 et seq., to process End User selection of primary local exchange carriers. Neither Party shall require a written letter of authorization in order to process the required service orders to effectuate the migration. The ordering requirements for such migrations are subject to the LSOG requirements as set forth in the P.U.C. Substantive Rule § 26.131.

2.2 Prior to submitting an order under this Appendix, MCIm shall obtain authorization as required by applicable federal and state laws and regulations, and assumes responsibility for its applicable charges as specified in Applicable Law. AT&T WISCONSIN shall abide by the same applicable laws and regulations.

2.3 The Parties shall comply with all applicable Commission rules regarding switching End Users from one Telecommunications Carrier to another, including those rules governing those initiating a challenge to a change in an end user customer's local service provider.

2.4 When an End User changes or withdraws authorization, each Party shall release End User-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premises, AT&T WISCONSIN is free to reclaim the facilities for use by another End User and is free to issue service orders required to reclaim such facilities. AT&T WISCONSIN shall notify MCIm of such abandonment in advance of removing the facilities. Such notification shall follow the email process currently in place between the Parties.

2.5 The Parties will comply with Commission Substantive Rule applicable to Telecommunication providers, § 26.131. AT&T WISCONSIN shall provide line loss notification to MCIm's as required by the Uniform Plan of Record.

2.6 MCIm is solely responsible for the payment of all charges for all services furnished under this Appendix ordered by MCIm or its authorized agent.

2.7 AT&T WISCONSIN shall not be responsible for the manner in which MCIm bills its End Users. All applicable rates and charges for services provided to MCIm under this Appendix will be billed directly to MCIm and shall be the responsibility of MCIm regardless of MCIm's ability to collect. MCIm shall not be responsible for payment of charges for any retail services furnished and billed by AT&T WISCONSIN directly to End Users.

3. PRICING

3.1 The wholesale discount for resale services shall be the appropriate commission ordered discount. In addition to the discounted rates set forth in Appendix Pricing, MCIm shall pay AT&T WISCONSIN for any applicable charges or fees, if any, incident to the establishment or provision of resale services requested by MCIm, including initial non-recurring charges.

3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to MCIm at wholesale rates as specified in Appendix Pricing, and shall be no less favorable than the wholesale rates made available by AT&T WISCONSIN to comparable CLECs.

4. RESALE RESTRICTIONS

4.1 To the extent consistent with applicable federal and state rules and regulations, MCIm may resell local services to provide Telecommunications Services. AT&T WISCONSIN will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that AT&T WISCONSIN has grandfathered or grandfathers in the future may only be resold to current subscribers of the same grandfathered services.

4.2 AT&T WISCONSIN shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions. Promotions are available for the telecommunications services outlined in accordance with state specific commission requirements. AT&T WISCONSIN retail promotions of ninety (90) days or less are not available to MCIm for resale.

4.3 MCIm shall only resell services to the same category of subscriber to whom AT&T WISCONSIN offers such services (for example, residential service shall not be resold to business subscribers).

4.4 MCIm shall not use a resold service to avoid the rates, terms and conditions of AT&T WISCONSIN's corresponding retail tariff.

4.5 MCIm shall not use resold local Telecommunications Services to provide access or interconnection services to itself, Interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other Telecommunications Carriers; provided, however, that MCIm may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications Carriers.

4.6 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AT&T WISCONSIN federal and state tariff(s), that the Commission has approved for inclusion in the charges that CLECs will pay AT&T WISCONSIN for services for resale will apply to each local exchange line furnished to MCIm under this Appendix for resale. AT&T WISCONSIN will not charge MCIm any federal, state or local taxes that MCIm remits directly to the appropriate government agency. The 911 surcharge is not governed by this provision, but is addressed in Section 8.6. In this context, "commission approval" shall not include orders approving negotiated agreements pursuant to 252 of the Act.

4.7 To the extent allowable by law, MCIm shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to MCIm for resale. MCIm shall pay all charges for PIC and LPIC changes at the price listed in the Appendix Pricing.

4.8 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number as set forth in P.U.C. Substantive Rule § 26.131.

4.9 AT&T WISCONSIN shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. MCIm shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are at retail by AT&T WISCONSIN as the incumbent local exchange carrier.

4.10 AT&T WISCONSIN's services are not available at wholesale rates to MCIm for its own use or for the use of any of MCIm's affiliates and/or subsidiaries or the use of MCIm's parent or any affiliate and/or subsidiary of MCIm's parent company, if any.

4.11 Unless permitted by tariff, MCIm shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End Users onto a single service.

4.12 To the extent AT&T WISCONSIN makes available to itself, its End Users, subsidiaries, Affiliates or any other third parties any volume or term discounts, AT&T WISCONSIN shall make such volume and term discounts available to MCIm at the same rates, terms and conditions.

4.13 If MCIm is in violation of any provision of this Appendix Resale, AT&T WISCONSIN will notify MCIm of the violation in writing. Such notice shall refer to the specific provision being violated. MCIm will have thirty (30) calendar days to correct the violation and notify AT&T WISCONSIN in writing that the violation has been corrected. Should MCIm dispute the stated violation, MCIm must notify AT&T WISCONSIN in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T WISCONSIN and comply with the Dispute Resolution provision of the Agreement to which this Appendix is attached. Resolution of any dispute by MCIm of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix Resale is attached.

5. ASSUMPTION OF CUSTOMER SPECIFIC PRICING (CSP) CONTRACT CONVERSIONS

5.1 Grandfathered and sunsetted services are available to MCIm for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T WISCONSIN provides the service, either at retail or through resale, and only for the End User's remaining period of eligibility.

5.2 Subject to the provisions of Section 5.1, the following shall apply:

5.2.1 AT&T WISCONSIN tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

5.3 If MCIm elects to terminate a AT&T WISCONSIN retail contract which MCIm had previously assumed, MCIm will be assessed the applicable termination charges remaining unless MCIm elects to

simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount MCIm receives for the previously assumed but now terminated contract.

6. DIALING AND SERVICE PARITY, NUMBER RETENTION

6.1 Unless technically infeasible, for resold service AT&T WISCONSIN shall ensure that all MCIm End Users experience the same dialing parity as comparable AT&T WISCONSIN End Users, such that, for all call types: (i) an MCIm End User is not required to dial any greater number of digits than a comparable AT&T WISCONSIN End User; (ii) the MCIm End User may retain its local telephone number with no loss of switch features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an MCIm End User is at least equal in quality to that experienced by a comparable AT&T WISCONSIN End User. This subsection shall also apply to the local portion of 1+ intraLATA and interLATA calls.

6.2 For resold services, AT&T WISCONSIN shall ensure that all MCIm End Users experience the same service levels as comparable AT&T WISCONSIN End Users, and that there is no loss of switch features or functionalities, including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat rate services; same extended local calling area.

7. CHANGES IN RETAIL SERVICE

7.1 AT&T WISCONSIN will notify MCIm at least forty five (45) days in advance of any changes in the terms (not pricing) and conditions under which it offers telecommunications services, including, but not limited to, the introduction of any new or discontinuance of any features, functions, services or promotions or the discontinuance of current features or services, in accordance with state commission guidelines.

7.2 The rights, obligations, and duties set forth in this Appendix are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.

8. REQUIREMENTS FOR SPECIFIC SERVICES

8.1 Centrex Requirements. CENTREX is a Grandfathered Service and MCIm may only offer it to customers that are eligible to receive CENTREX from AT&T WISCONSIN. MCIm shall only sell Plexar ™, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding AT&T WISCONSIN retail tariff(s). Unless stayed, modified or reversed on appeal or reconsideration, the existing tariff language regarding contiguous property limitations, which was previously found reasonable by the Commission, will not apply.

8.2 MCIm may purchase the entire set of PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. The PLEXAR families of services provided for resale will meet the following requirements:

8.2.1 Intentionally Omitted.

8.2.2 All features and functions of CENTREX Service, PLEXAR families of services, whether offered under tariff or otherwise, shall be available to MCIm for resale.

8.2.3 MCIm may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, or PLEXAR Custom) for resale.

8.2.4 MCIm may be required to pay a charge, for the cost of suppressing the need for MCIm customers to dial “9" when placing calls outside the PLEXAR families of services.

8.2.5 AT&T WISCONSIN will furnish PLEXAR Custom services to MCIm for resale subject to this section of this Resale Appendix. AT&T WISCONSIN’s provision of PLEXAR Custom will be as specified in this paragraph. AT&T WISCONSIN will offer MCIm the same price AT&T WISCONSIN provides to its Customers less costs that will be avoided.

8.2.6 Intentionally Omitted.

8.2.7 Intentionally Omitted.

8.3 MCIm may only resell special needs services as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent MCIm resells services that require certification on the part of the End User, MCIm shall ensure that the End User has obtained proper certification, continues to be eligible for the programs, and complies with all rules and regulations as established by the appropriate Commission and in the AT&T WISCONSIN tariffs.

8.3.1 Intentionally Omitted.

8.3.2 Intentionally Omitted.

8.4 Intercept and Transfer Services. AT&T WISCONSIN shall provide intercept and transfer services to MCIm for MCIm End Users on the same basis as such services are available to comparable AT&T WISCONSIN End Users.

8.5 E911/911 Services. AT&T WISCONSIN shall provide to MCIm, for MCIm End Users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to AT&T WISCONSIN's End Users. AT&T WISCONSIN shall use its service order process to update and maintain on the same schedule that it uses for its retail customers, the MCIm customer service information in the ALI/DMS used to support 911 services. AT&T WISCONSIN shall provide MCIm End User information to the PSAP.

8.6 AT&T WISCONSIN will be responsible for the remittance of 911 surcharges for Resale services only, and will bill MCIm where applicable for surcharges remitted to the appropriate E911 Customer until the rule in Docket 04-0771 becomes effective, at which time, subject to the transition period in such docket, MCIm shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other Governmental Authority responsible for collection of such fees and surcharges subject to the Commission's 911 Rules (83 Ill. Adm. Code Part 725).

8.7 Intentionally Omitted.

8.8 Customer Specific Pricing Agreements. MCIm may purchase AT&T WISCONSIN customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from AT&T WISCONSIN. Where MCIm and AT&T WISCONSIN are competing at retail for the same customer, both retail price and associated wholesale discount shall be calculated by AT&T WISCONSIN without unreasonable delay. AT&T WISCONSIN shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding MCIm's request or other competitively sensitive information.

8.9 Inside Wire Maintenance Service. MCIm may enter into a separate agreement with AT&T WISCONSIN to purchase AT&T WISCONSIN inside wire maintenance service for use with MCIm customers.

8.10 Suspension of Service

8.10.1 MCIm may offer to resell End User Initiated Suspension and Restoral Service to its End Users.

8.10.2 MCIm may also provide AT&T WISCONSIN Initiated Suspension service for its own purposes. Service specifics may be obtained in state specific CLEC Handbooks.

8.10.2.1 MCIm shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

8.10.2.2 Should MCIm suspend service for one of its End UserEnd Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted

for a company initiated suspension pursuant to the state specific retail tariff, MCIm shall be charged and shall be responsible all appropriate monthly services charges for the End Users service from the suspension date through the disconnection date pursuant to the state specific retail tariff subject to the Commission approved wholesale discount.

8.10.3 Should MCIm restore its end user, restoral charges will apply and MCIm will be billed for the appropriate service from the time of suspension.

8.11 CLASS and Custom Features Requirements. Where deployed, and at MCIm's option, MCIm may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed on an End User-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.

8.12 MCIm may utilize Automatic Route Selection ("ARS") or Flexible Route Selection (FRS) capabilities, where available.

9. SUPPORT FUNCTIONS FOR RESOLD SERVICES

9.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.

9.2 AT&T WISCONSIN shall make customized routing of OS/DA traffic available to MCIm upon request. For issues involving Customized Routing of OS/DA traffic, see Appendix OS and Appendix DA.

9.3 Intentionally Omitted.

9.4 Branding

9.4.1 Except where otherwise required by law, MCIm shall not, without AT&T WISCONSIN's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T WISCONSIN or its Affiliates, nor shall MCIm state or imply that there is any joint business association or similar arrangement with AT&T WISCONSIN in the provision of Telecommunications Services to MCIm's End User.

9.4.2 Where available, AT&T WISCONSIN will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:

9.4.2.1 MCIm will provide AT&T WISCONSIN recorded announcements and written specifications to be used to brand MCIm's OS/DA calls.

9.4.2.2 A brand shall be announced at the beginning of each telephone call and before the consumer incurs any charge for the call.

9.4.2.3 Where AT&T WISCONSIN provides MCIm OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, different brands may be used on each trunk group.

9.4.2.4 Charges for branding are set forth in Appendix Pricing.

9.4.2.5 Until MCIm's resold OS/DA traffic is customized routed off of the AT&T WISCONSIN OS/DA platform, AT&T WISCONSIN will continue to provide OS/DA branding on AT&T WISCONSIN's own platform using the service provider ID solution currently in effect.

9.5 Intentionally Omitted.

9.6 Directory Assistance (DA) Listings

9.6.1 AT&T WISCONSIN will include the MCIm end user customer listing in its Directory Assistance database as part of the service order process. AT&T WISCONSIN will honor MCIm end user customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as MCIm requested in the AT&T WISCONSIN database which is used to perform Directory Assistance functions. AT&T WISCONSIN shall permit MCIm end user customers the option of having a non-listed telephone number; this option will be provided at the same price AT&T WISCONSIN charges its end user customers for the same option. Performance Measurements associated with this service are set forth in Appendix Performance Measurements and are incorporated by this reference. AT&T WISCONSIN will provide Directory Assistance service to MCIm that equals the Directory Assistance Service AT&T WISCONSIN provides to itself and its own End Users.

9.6.2 Intentionally Omitted.

9.7 The terms and conditions for OS/DA Rates and References are found in Appendices OS and DA, which are incorporated herein by reference.

9.8 OS/DA calls which, at MCIm's option, are routed to AT&T WISCONSIN, will meet or exceed the Performance Measurements which AT&T WISCONSIN provides to itself and its own End Users. AT&T WISCONSIN will provide the full range of Operator Services at the rates set forth in Appendix Pricing, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.

9.9 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's End User to the repair number supplied by the appropriate Party.

9.10 The terms and conditions for Operator to Operator (i.e., custom routing) Busy Line Verification, Busy Line Interrupt is found in Appendix Inward Assistance Operator Services which are incorporated herein by reference.

9.11 Access to the Line Information Database. MCIm's service order shall update and maintain MCIm End User information, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it processes service orders for AT&T WISCONSIN's End Users.

9.12 Telephone Line Number Calling Cards. AT&T WISCONSIN's assigned telephone line calling card account ceases to exist once MCIm becomes the account owner in LIDB. MCIm may choose to enable a MCIm calling card account based upon the telephone number of a resold line. To enable such a calling card account, MCIm shall provide (on the order for the resale line), a four-digit numerical pin number which will be used by the End User in the use of the MCIm calling card. AT&T WISCONSIN will provide billing usage data via the established mechanisms.

9.13 Intentionally Omitted.

9.14 Call Blocking. Upon MCIm's request, AT&T WISCONSIN will provide blocking on a line by line basis of an MCIm End User's access to any or all of the following call types: 700, 900, 976, bill to third and collect, and such other call types for which AT&T WISCONSIN provides blocking to comparable End Users. If MCIm does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the responsibility of MCIm to order the appropriate toll restriction or blocking on lines resold to End Users. MCIm acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. MCIm shall not be responsible for any charges for calls for which blocking is not available or calls which bypass the blocking systems.

9.15 The terms and conditions for customized routing OS/DA calls are found in Appendix UNE, which are incorporated herein by reference.

10. SERVICE FUNCTIONS

AT&T WISCONSIN shall allow MCIm to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by electronic interface. AT&T WISCONSIN shall provide interface specifications for electronic access for these functions pursuant to other Appendices within this Agreement.

10.1 Work Order Processes. AT&T WISCONSIN shall ensure that all work order processes used to provision local service to MCIm for resale meet the service parity requirements set forth in other Appendices within this Agreement.

10.1.1 Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in other Appendices within this Agreement.

10.2 Point of Contact for the MCIm end user customer. Except as otherwise provided in this Agreement, MCIm shall be the single and sole point of contact for all MCIm end user customers.

10.3 The Parties shall refer all questions regarding each other's services or products directly to the other at a telephone number specified by the appropriate Party.

10.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall (1) provide such numbers if available to callers who inquire about that Party's services or products, (2) do not in any way disparage or discriminate against each other or that Party's products and services, and (3) not solicit each others' services during such inquiries.

10.5 Points of Contact. Each Party shall provide the other Party with a contact for all inquiries regarding the implementation of this Appendix. Each Party shall accept all inquiries from the other Party and provide timely responses.

10.6 Maintenance. Maintenance will be provided by AT&T WISCONSIN in accordance with the service parity requirements and measurements as set forth in other Appendices within this Agreement

10.7 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, AT&T WISCONSIN may not initiate any disconnect, suspension or termination of an MCIm customer's resale services unless directed to do so by MCIm by transmission of a service order or AT&T WISCONSIN's receipt of proper authorization to change such End User's primary local exchange carrier to a carrier other than MCIm. AT&T WISCONSIN will provide MCIm with an electronic notice of End Users who change their local carrier.

10.8 The Exchange of Billing Message Information shall be in accordance with Appendix Recording.

10.9 "As Is" Transfers of End User Accounts. AT&T WISCONSIN shall allow MCIm to initiate "As Is" transfers of local exchange telecommunications services in accordance with LSOR guidelines. For purposes of this Appendix, an "As Is" transfer is the transfer of all the telecommunications services and features available for resale that are currently being provided to a specific End User account.

11. WHITE PAGES DIRECTORIES

11.1 The terms and conditions for White Pages Directories are found in Appendix White Pages Directory, which are incorporated herein by reference.

12. CALL TRACE

12.1 MCIm end user's activation of Call Trace shall be handled by the AT&T WISCONSIN Call Trace Center (CTC). AT&T WISCONSIN shall notify MCIm of requests by its End Users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with MCIm's End Users (whether that End User is the victim or the suspect) will be coordinated through MCIm.

12.2 MCIm understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be MCIm's responsibility to

provide additional information necessary for any police investigation. MCIm will indemnify AT&T WISCONSIN against any claims that insufficient information led to inadequate prosecution.

13. MUTUAL RESPONSIBILITIES OF THE PARTIES

13.1 AT&T WISCONSIN will provide Pre-order, Ordering and Provisioning requests for Resale Services to MCIm, where an electronic OSS interface is not being utilized, and will be transmitted via facsimile to AT&T WISCONSIN's Local Service Center (LSC). AT&T WISCONSIN's LSC will respond to MCIm's calls with the same level of service which AT&T WISCONSIN provides to its local exchange End Users Customers.

13.2 Each Party will provide a Single Point of Contact (SPOC) for all ordering, status inquiries or escalation contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays).

13.3 Each Party will respond to emergency requests for after hours provisioning via the respective LOC, SPOC, or other designee as agreed upon by the Parties, 24 hrs/day, 7 days a week. Each Party will provide ordering and provisioning coordination for Resale services Monday through Friday from 8 a.m. to 5:30 p.m. through the respective LSC or the LOC, SPOC, or contact as agreed upon by the Parties as applicable. Each Party may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that the Party provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8 a.m. to 5:30 p.m.) ordering and provisioning coordination.

13.4 AT&T WISCONSIN will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis.

13.5 Each Party will work together via the CLEC User Forum guidelines to share issues and address concerns regarding processes which impact the Parties.

13.6 All misdirected calls from either Party's End Users will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that the End Users become identifiable, such End Users will be directed to call the respective Party at a designated 800 number. The Parties will agree on the scripts to be used for this purpose.

13.7 Where technically feasible, AT&T WISCONSIN's LSC will provide coordination support for all designed and/or complex Resale services provided to MCIm. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.

13.8 Simple and Complex Service Orders: If AT&T WISCONSIN on an electronic flow-through basis can handle an order with no manual intervention, the order is simple. All other orders are complex.

13.9 Intentionally Omitted.

13.10 AT&T WISCONSIN will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that AT&T WISCONSIN provides such blocking capabilities to its End Users, to other CLECs and to the extent required by law.

13.11 When ordering a Resale service via a service order, MCIm may order separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order. AT&T WISCONSIN will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

13.12 Unless otherwise directed, when MCIm orders a Resale service all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).

13.13 AT&T WISCONSIN will provide standard provisioning intervals for all Resale services at parity with what it provides its retail End Users, its affiliates and CLECs other than MCIm.

14. PROVISIONING REQUIREMENTS

14.1 Where available, AT&T WISCONSIN will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by MCIm, all test and turn up results in support of Complex Resale services ordered.

14.2 When an AT&T WISCONSIN employee visits the premises of an MCIm End User, AT&T WISCONSIN's employee must inform the End User that he or she is acting on behalf of MCIm. Materials left at the End User premises (e.g., a door hanger notifying the End User of the service visit) must also inform the End User that AT&T WISCONSIN was acting on behalf of MCIm.

14.3 AT&T WISCONSIN's technicians will direct MCIm's End Users to contact MCIm if MCIm's End User requests a change in service at the time of installation.

14.4 AT&T WISCONSIN will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain MCIm's approval prior to commencing construction under an order for such service.

15. ORDER DUE DATE

15.1 When a MCIm submits an LSR, MCIm will specify a desired Due Date (DDD) and AT&T WISCONSIN will specify a due date (DD) based on the available intervals. In the event a desired DD is less than the standard interval, the service order will be assigned a DD using the applicable interval.

15.2 If expedited service is requested, MCIm will populate Expedite and Expedite Reason on the request. The Parties will jointly negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply. AT&T WISCONSIN will not complete the order prior to the DD or later than the DD unless authorized by MCIm.

15.3 MCIm will follow the escalation process documented on AT&T WISCONSIN's web sites (AT&T WISCONSIN's web site is CLEC Online) and contacts reflected on the escalation web site for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. AT&T WISCONSIN will notify MCIm of any modifications to these contacts one (1) week in advance of such modifications.

16. REPAIR AND MAINTENANCE REQUIREMENTS

16.1 AT&T WISCONSIN will provide repair, maintenance, and testing, for all Resale services in accordance with the terms and conditions of this Appendix Resale.

16.2 AT&T WISCONSIN will provide maintenance for all Resale services on a nondiscriminatory basis.

16.3 AT&T WISCONSIN's technicians will provide repair service on a nondiscriminatory basis.

17. INTENTIONALLY OMITTED

18. INTERCOMPANY COMMUNICATIONS

18.1 The Parties will establish an Event Notification Process. A network Event is any condition that occurs in the network that causes blocked calls associated with inter-office message traffic, managed by AT&T WISCONSIN's Network Management Service Center ("NMSC"), and will utilize MCIm's Network Management Center ("NMC") or other identified contacts listed in the Profile (for AT&T WISCONSIN the document used is the "AT&T13-STATE CLEC Profile" (Section 7, Contact Names)) as the Single Point of Contact to notify the other Party of the existence, location, and source of all emergency network outages affecting MCIm's End User. Notification will be sent via facsimile and/or e-mail, as designated in the Profile. A Party's Customer Network Service Center ("CNSC") or NMC may call the other Party's

Local Operation Center (LOC) in order to discuss scheduled activities that may impact MCIm's End Users. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

19. EMERGENCY RESTORATION

19.1 AT&T WISCONSIN's NMSC will notify the other Party via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when MCIm reports trouble to the LOC, the LOC will notify MCIm of:

19.1.1 establishment of AT&T WISCONSIN's LOC as the single point of contact to provide MCIm with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process; and

19.1.2 methods and procedures for reprovisioning of all Resale services after initial restoration. Each Party agrees that Telecommunications Service Priority ("TSP") services for the other Party carry equal priority with each Party's TSP services for restoration. Each Party will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.

20. INTENTIONALLY OMITTED

21. INTENTIONALLY OMITTED

22. ESCALATION PROCEDURES

22.1 The Parties will agree on written escalation procedures for maintenance resolution to be followed if, in MCIm's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of each Party's management personnel who are responsible for maintenance issues. For AT&T WISCONSIN, MCIm acknowledges that the LOC escalation contact list found on CLEC On Line meets the requirements of this Section to provide a contact for maintenance issues.

23. PREMISES VISIT PROCEDURES

23.1 AT&T WISCONSIN's Maintenance of Service Charges, when applicable, will be billed by AT&T WISCONSIN to the MCIm, and not to MCIm's End Users.

23.1.1 Dispatch of AT&T WISCONSIN's technicians to MCIm's End User premises shall be accomplished pursuant to a request received from MCIm. Additional dispatching of AT&T WISCONSIN's technicians may occur when AT&T WISCONSIN detects network trouble during routine maintenance.

23.1.2 Intentionally Omitted.

23.1.3 If a trouble cannot be cleared without access to MCIm's End User's premises and the End User is not at home, the technician will leave a non-branded "no access" card requesting that the End User call MCIm for rescheduling of repair.

24. DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

24.1 AT&T WISCONSIN will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by MCIm in order to identify any new circuit failure performance problems. Each Party will utilize routine maintenance procedures for reporting troubles.

25. INSIDE WIRE MAINTENANCE SERVICE

25.1 AT&T WISCONSIN shall offer for resale inside wire maintenance service only pursuant to a separately executed Wholesale Inside Wire Plan Resale Agreement.

APPENDIX
RIGHTS OF WAY

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APPENDIX RIGHTS OF WAY

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by AT&T WISCONSIN to MCIm.

1.2 Intentionally Omitted.

1.3 Intentionally Omitted.

1.4 The prices at which AT&T WISCONSIN agrees to provide MCIm with ROW are contained in the applicable Appendix Pricing.

2. DEFINITIONS

2.1 Intentionally Omitted.

2.2 Anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors, which are owned by AT&T WISCONSIN, as distinguished from anchors, which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.

2.3 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."

2.4 Approved Vendor. A vendor who is qualified by AT&T WISCONSIN for installation, maintenance, and/or repair. AT&T WISCONSIN shall not unreasonably withhold approval of vendors.

2.5 Assigned. The term “assigned”, when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by an entity with authority to attach. To ensure the judicious use of poles and conduits, space “assigned” must be physically occupied by said entity within 9 months of the space being “assigned”.

2.6 Available. The term “available”, when used with respect to conduit or duct space or pole telecommunication space, refers to any usable space in such conduit or duct, or any usable telecommunication space on such pole not assigned to a specific provider at the applicable time.

2.7 Conduit Occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within AT&T WISCONSIN’s conduit system.

2.8 Conduit System. The term "conduit system" refers to any combination of ducts, conduits, manholes or hand holes joined to form an integrated hole. As used in this Agreement, the term “conduit system” does not include (a) cable and other telecommunications equipment located in conduit structure or (b) central office vaults, controlled environmental vault, or other AT&T WISCONSIN structures (such as huts and cabinets) which branch off from or are connected to AT&T WISCONSIN conduit. In this Appendix, the term refers to conduit systems owned or controlled by AT&T WISCONSIN.

2.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.

2.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

2.11 Inner-Duct. The term “inner-duct” refers to a pathway created by subdividing a duct into smaller channels.

2.12 Insufficient Capacity. The lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so.

2.13 Licensee. The term “licensee” refers to MCIm which has entered or may enter into an agreement or arrangement with AT&T WISCONSIN permitting MCIm to place its facilities in AT&T WISCONSIN’s conduit system or attach its facilities to AT&T WISCONSIN’s poles or anchors. Licensee and MCIm may be used interchangeably throughout this Appendix.

2.14 Intentionally Omitted.

2.15 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment permits issued by AT&T WISCONSIN prior to the date of this Agreement.

2.16 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare AT&T WISCONSIN’s conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of MCIm's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate MCIm's facilities and not to meet AT&T WISCONSIN’s business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of AT&T WISCONSIN’s facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of MCIm’s facilities.

2.17 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a covered hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term “handhole” refers to a similar enclosure which is too small for personnel to enter.

2.18 Modification. Shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a “modification,” while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a “modification.”

2.19 Occupancy. The term “occupancy” shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.

2.20 Permit. Shall mean written permission granted by AT&T WISCONSIN to MCIm to construct and operate its attachment at the locations of AT&T WISCONSIN Structure(s).

2.21 Intentionally Omitted.

2.22 Intentionally Omitted.

2.23 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by AT&T WISCONSIN), and does not include utility poles or anchors with respect to which (AT&T WISCONSIN has no legal authority to permit attachments by other persons or entities and does not include cables and other telecommunication equipment attached to pole structures.

2.24 Pre-permit (Field) Survey. The term "pre-permit survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCIm's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCIm's facilities.

2.25 Rights-of-way includes easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property suitable for distribution facilities but does not include property owned or leased by AT&T WISCONSIN which is not used or suitable for distribution facilities such as business offices or corporate offices.

3. STRUCTURE AVAILABILITY

3.1 AT&T WISCONSIN shall make available, pursuant to the Act and FCC rules and regulations, access to poles, ducts, conduits and Rights-of-way along AT&T WISCONSIN's distribution network that are owned or controlled by AT&T WISCONSIN (individually and collectively, "Structure") for the placement of MCIm's wires, cables and related facilities (individually and collectively, "attachments").

3.2 Nothing contained in this Appendix shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCIm may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T WISCONSIN's poles, conduits and ducts.

3.3 AT&T WISCONSIN will not make Structure available:

3.3.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested attachment, or;

3.3.2 An attachment cannot be accommodated based upon nondiscriminatory applied safety, reliability or engineering principles.

3.3.3 Before denying a request for access based upon Insufficient Capacity, AT&T WISCONSIN will, in good faith explore potential accommodations with MCIm. If AT&T WISCONSIN denies a request by MCIm for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, AT&T WISCONSIN will provide MCIm a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.

3.3.4 In the case of pole attachments, AT&T WISCONSIN shall, consistent with prudent engineering and design standards and practices, and subject to all applicable laws, ordinances, rules and regulations, take reasonable steps to make space available for MCIm's use without replacement of the pole whenever possible.

3.4 Franchises, Permits and Licenses

3.4.1 MCIm shall be responsible to secure any necessary franchises, permits, licenses and/or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its attachments at the location of the AT&T WISCONSIN Structure it uses.

3.4.2 Permits granted by AT&T WISCONSIN under this attachment authorize MCIm to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by AT&T WISCONSIN but do not affect the rights of landowners to control terms and conditions of access to their property.

3.4.3 AT&T WISCONSIN shall issue to MCIm one or more licenses authorizing MCIm to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by AT&T WISCONSIN located within this State on a first come, first served basis. If AT&T WISCONSIN determines that the pole, conduit or duct space specifically requested by MCIm is necessary to meet AT&T WISCONSIN's present needs or is licensed by AT&T WISCONSIN to another licensee, AT&T WISCONSIN shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCIm's facilities will enter and exit AT&T WISCONSIN's conduit system and the specific location and manner of installation for any associated equipment which is permitted by AT&T WISCONSIN to occupy the conduit system or right-of-way, provided that AT&T WISCONSIN shall provide written notice to MCIm within forty-

five (45) days following MCIm's request specifying in detail the reasons for denying MCIm's request. If MCIm disagrees with AT&T WISCONSIN's determination, the matter shall be resolved in accordance with the Alternative Dispute Resolution Process.

3.4.4 Licenses Required

3.4.4.1 Before placing any facilities in AT&T WISCONSIN's conduits or ducts or attaching any facilities to AT&T WISCONSIN's poles, anchors or anchor/guy strands, MCIm must first apply for and receive a written license from AT&T WISCONSIN. AT&T WISCONSIN shall not unreasonably deny or delay issuance of any license, and in any event, AT&T WISCONSIN shall issue such license within fifteen (15) Business Days from the submission of the license application if make-ready work is not required. If make-ready work is required, AT&T WISCONSIN shall issue such license at the same time the make-ready work is completed pursuant to Section 5.1.1.

3.5 If MCIm request access to an AT&T WISCONSIN Right-of-Way where AT&T WISCONSIN has no existing Structure, AT&T WISCONSIN shall not be required to construct new poles, conduits or ducts, or to bury cable for MCIm but will be required to make the Right-of-way available to MCIm to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if AT&T WISCONSIN desires to extend its own attachments, AT&T WISCONSIN will construct Structure to accommodate MCIm's attachments.

4. APPLICATION PROCESS

4.1 Provision of Records

4.1.1 In order to obtain information regarding facilities, MCIm shall make a written request to AT&T WISCONSIN, identifying with reasonable specificity the geographic area for which facilities are required. In response to such request, AT&T WISCONSIN shall provide MCIm with information regarding the types, quantity and location (which may be provided by provision of route maps) of AT&T WISCONSIN poles, conduit and right-of-way located within the geographic area specified by MCIm within twenty (20) Business Days. Provision of information herein shall include the right of MCIm employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCIm's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the Parties.

4.1.2 For any information that is readily available, AT&T WISCONSIN shall use its best efforts to produce said information within five (5) days of the written requests. MCIm may elect to be present at any field based survey of facilities identified pursuant to this paragraph and AT&T WISCONSIN shall provide MCIm at least forty-eight (48) hours' notice prior to initiating such field survey. MCIm employees or agents shall be permitted to enter AT&T WISCONSIN manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to AT&T WISCONSIN, with an AT&T WISCONSIN representative present and at MCIm's expense.

4.1.3 AT&T WISCONSIN will provide MCIm, at MCIm's request and expense, with access to maps, records and additional information relating to its Structure; provided that AT&T WISCONSIN may redact any Proprietary Information (of AT&T WISCONSIN or Third Parties) contained or reflected in any such maps, records or additional information before providing access to such information to MCIm. Upon request, AT&T WISCONSIN will meet with MCIm to clarify matters relating to maps, records or additional information. AT&T WISCONSIN does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by MCIm and such materials may not be resold, licensed or distributed to any other person.

4.2 Application Form and Fees

4.2.1 Any request by MCIm for access to AT&T WISCONSIN's Structure shall be in writing and submitted to AT&T WISCONSIN's Structure Access Center, who shall be MCIm's single point of contact for all matters relating to MCIm's access to AT&T WISCONSIN's Structure. Each MCIm's attachment to AT&T WISCONSIN's Structure shall be pursuant to a permit issued by AT&T WISCONSIN for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to AT&T WISCONSIN's Structure, administration of the process of delivery of access to AT&T WISCONSIN's Structure and for all other matters relating to access to AT&T WISCONSIN's Structure. MCIm may obtain copies of forms and contact information for the AT&T WISCONSIN region via the Structure Access Coordinator at 281-878-5500.

4.3 Pre-permit (Field) Survey

4.3.1 After MCIm has submitted its written application for a license, a pre-permit survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party, as mutually agreed, to determine whether AT&T WISCONSIN's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate MCIm's facilities, without substantially interfering with the ability of AT&T WISCONSIN or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of AT&T WISCONSIN's conduit system or facilities attached to AT&T WISCONSIN's pole or placed within or connected to AT&T WISCONSIN's conduit system. If MCIm gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at MCIm's expense.

4.3.2 Based on information provided by AT&T WISCONSIN, MCIm shall determine whether AT&T WISCONSIN's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCIm's needs.

4.3.3 AT&T WISCONSIN may not unreasonably refuse to continue to process an application based on AT&T WISCONSIN's determination that MCIm's proposed use of AT&T WISCONSIN's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. MCIm acknowledges that AT&T WISCONSIN is not explicitly or implicitly warranting to MCIm that MCIm's proposed use of AT&T WISCONSIN's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

4.4 Notice of Environmental, Health, and Safety Inspections

4.4.1 AT&T WISCONSIN shall provide MCIm with reasonable notice of environmental, health and safety inspections that is equivalent to the information that AT&T WISCONSIN provides to its employees who access rights-of-way, conduits, and pole attachments.

4.5 Issuance of Licenses When No Make-Ready Work is Required

4.5.1 If AT&T WISCONSIN determines that no make-ready work is required, AT&T WISCONSIN shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within fifteen (15) Business Days of receipt of MCIm's application.

5. MAKE-READY WORK

5.1 Upon request, AT&T WISCONSIN shall permit MCIm to conduct Make Ready Work itself or through an AT&T WISCONSIN Approved Vendor(s), if allowed by applicable union contracts.

5.1.1 If AT&T WISCONSIN determines that make ready work is required, the Parties shall negotiate a mutually acceptable completion date, based on securing construction permits, material availability and scope and complexity of the job, within ten (10) business days of completion of the field survey. If MCIm is not satisfied with AT&T WISCONSIN's due date for completion of

make ready work, MCIm may perform the make ready work itself or elect to have the work completed by an AT&T WISCONSIN approved contractor.

5.2 Before commencing Make-Ready Work necessary to provide such additional capacity, AT&T WISCONSIN will notify all other Parties having attachments on or in the Structure of the proposed Modification to the Structure. If possible, AT&T WISCONSIN shall allow other attaching Parties, including AT&T WISCONSIN to modify their attachment(s).

5.3 The costs of modifying a Structure to accommodate MCIm's request, an existing or prospective attaching Party's request, or the needs of AT&T WISCONSIN, shall be borne by the Party requesting such modification. With respect to the allocation of modification costs, to the extent the cost of a modification is incurred for the specific benefit of any particular Party, the benefiting Party will be obligated to assume the cost of the modification, or to bear its proportionate share of cost with all other attaching entities participating in the modification. If a user's modification affects the attachments of others who do not initiate or request the modification, such as the movement of other attachments as part of a primary modification, the modification cost will be covered by the initiating or requesting Party. Where multiple Parties join in the modification, each Party's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by that Party to the total amount of new space occupied by all of the Parties joining in the modification. An attaching Party, including AT&T WISCONSIN, with a pre-existing attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or the modification of an existing attachment sought by another attaching Party, including MCIm. To protect the initiators of modifications from absorbing costs that should be shared by others, the modifying Party or Parties will be allowed to recover a proportionate share of the modification costs from Parties that later are able to obtain access as a result of the modification.

5.4 All Modifications to AT&T WISCONSIN's Structure will be owned by AT&T WISCONSIN. MCIm and other Parties, including AT&T WISCONSIN, who contributed to the cost of a Modification, may recover their proportionate share of the depreciated value of such modifications from Parties subsequently seeking attachment to the modified structure.

6. INSTALLATION AND MAINTENANCE RESPONSIBILITIES

6.1 Except where otherwise mutually agreed, MCIm shall, at its own expense, install and maintain its attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by AT&T WISCONSIN or by other attaching Parties. AT&T WISCONSIN will specify the location on the Structure where MCIm's attachment shall be placed, which location shall be designated in a nondiscriminatory manner. MCIm shall construct each attachment in conformance with the permit issued by AT&T WISCONSIN for such attachment. Other than routine maintenance and service wire attachments, MCIm shall not modify, supplement or rearrange any attachment without first obtaining a permit therefore. MCIm shall provide AT&T WISCONSIN with notice before entering any Structure for construction or maintenance purposes.

6.2 Installation and Maintenance Standards

6.2.1 MCIm's attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book", the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

6.3 Maintenance of MCIm's Facilities

6.3.1 Each license granted under this attachment authorizes MCIm to engage in maintenance of MCIm's facilities located on or in AT&T WISCONSIN's poles, conduits, ducts and rights-of-way pursuant to such license. MCIm shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. MCIm shall give reasonable notice to AT&T WISCONSIN before performing any work.

6.4 Emergency Repairs and Pole Replacements

6.4.1 Intentionally Omitted.

6.4.2 MCIm shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs.

7. UNUSED SPACE

7.1 Except for maintenance ducts and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned and controlled by AT&T WISCONSIN shall be available for the attachments of MCIm, AT&T WISCONSIN or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. AT&T WISCONSIN shall not reserve space on AT&T WISCONSIN Structure for the future need of AT&T WISCONSIN nor permit any other person to reserve such space. Notwithstanding the foregoing, MCIm may provide AT&T WISCONSIN with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

8. MAINTENANCE DUCTS

8.1 If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, AT&T WISCONSIN shall provide maintenance ducts at no cost to MCIm. Maintenance ducts shall be made available to MCIm for maintenance purposes if it has a corresponding attachment. MCIm utilizing a maintenance spare must vacate it within sixty (60) days or provide an equivalent spare.

9. OTHER ARRANGEMENTS

9.1 Cost of Certain Modifications

9.1.1 If AT&T WISCONSIN is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. MCIm acknowledges that, from time to time, it may be necessary or desirable for AT&T WISCONSIN to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by AT&T WISCONSIN's business needs or by an authorized application or license of another entity seeking access to AT&T WISCONSIN's poles, conduit systems, ducts and/or Rights-of-Way. If a move of MCIm's attachment is required by AT&T WISCONSIN or another attaching Party, MCIm shall move its attachment, at the expense of the Party requesting such move, within thirty-six (36) days after notification of the required move. If MCIm fails to move its attachment with the foregoing period, MCIm authorizes AT&T WISCONSIN to move such attachment at MCIm's expense.

10. TERM AND TERMINATION OF PERMIT

10.1 MCIm's occupancy of Structure shall be pursuant to a permit issued by AT&T WISCONSIN for each requested Attachment. Each permit issued hereunder shall be for an indefinite term. Any such permit shall terminate:

10.1.1 Upon thirty (30) days written notice of termination by MCIm.

10.1.2 If MCIm's franchise, permit, license and/or consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,

10.1.3 If MCIm has not placed and put into service its attachments within 9 months from the date AT&T WISCONSIN has notified MCIm that such Structure is available for MCIm's attachments, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.

10.1.4 If MCIm ceases to use such attachments for any period of 9 months, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.

10.2 If AT&T WISCONSIN ceases to have the right or authority to maintain its Structure, or any part thereof, to which MCIm has attachments, AT&T WISCONSIN shall:

10.2.1 Provide MCIm notice within ten (10) Business Days after AT&T WISCONSIN has knowledge of such fact and shall not require MCIm to remove its attachments from such Structure prior to AT&T WISCONSIN's removal of its own attachments.

10.3 AT&T WISCONSIN will provide MCIm with at least sixty (60) days written notice prior to:

10.3.1 Terminating a permit for an attachment or terminating service to MCIm's attachment,

10.3.2 Any increase in the rates for attachments to AT&T WISCONSIN's Structure permitted by the terms of this Appendix, or

10.3.3 Any Modification to AT&T WISCONSIN's Structure to which MCIm has an attachment, other than a modification associated with routine maintenance or as a result of an emergency.

10.4 If MCIm surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove its attachments from the Structure within 9 months after the event requiring MCIm to so surrender such permit, AT&T WISCONSIN shall remove MCIm's attachments at MCIm's expense and without any liability on the part of the AT&T WISCONSIN for damage or injury to MCIm's attachments unless caused by the negligence or intentional misconduct of AT&T WISCONSIN.

10.5 If AT&T WISCONSIN discovers that MCIm has placed an attachment on AT&T WISCONSIN's Structure without a valid permit, AT&T WISCONSIN shall notify MCIm of the existence of such unauthorized attachment and MCIm shall pay to AT&T WISCONSIN within ten (10) Business Days after receipt of such notice an unauthorized attachment fee equal to five (5) times the annual attachment fee for an authorized attachment.

10.6 Within the foregoing period, MCIm shall also apply for an Occupancy Permit for the unauthorized Attachment.

10.7 In addition, MCIm shall go through the process of any Make Ready Work that may be required for the unauthorized attachment.

10.8 If MCIm fails to pay the unauthorized attachment fee or apply for the required Occupancy Permit within the foregoing period, AT&T WISCONSIN shall have the right to remove such unauthorized attachment from AT&T WISCONSIN's Structure at MCIm's expense.

11. NONCOMPLIANCE

11.1 Notice of Noncompliance

11.1.1 If, at any time, AT&T WISCONSIN determines that MCIm's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, AT&T WISCONSIN may send written notice to MCIm specifying the alleged noncompliance. MCIm agrees to acknowledge receipt of the notice as soon as practicable. If MCIm does not dispute AT&T WISCONSIN's assertion that such facilities are not in compliance, MCIm agrees to provide AT&T WISCONSIN with a schedule for bringing such facilities into

compliance, to bring the facilities into compliance within a reasonable time, and to notify AT&T WISCONSIN in writing when the facilities have been brought into compliance.

11.2 Disputes over Alleged Noncompliance

11.2.1 If MCIm disputes AT&T WISCONSIN's assertion that MCIm's facilities are not in compliance, MCIm shall notify AT&T WISCONSIN in writing of the basis for MCIm's assertion that its facilities are in compliance.

11.3 Failure to Bring Facilities into Compliance

11.3.1 If MCIm has not brought the facilities into compliance within a reasonable time or provided AT&T WISCONSIN with proof sufficient to persuade AT&T WISCONSIN that AT&T WISCONSIN erred in asserting that the facilities were not in compliance, and if AT&T WISCONSIN determines in good faith that the alleged noncompliance causes or is likely to cause a material safety hazard or material damage to AT&T WISCONSIN's facilities or those of others users, AT&T WISCONSIN may, at its option and MCIm's expense, take such steps as may be required to bring MCIm's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix. If the steps taken are to be service affecting, AT&T WISCONSIN must give MCIm thirty (30) business days advance notice. If the steps taken are to be non-service affecting, AT&T WISCONSIN must give MCIm fifteen (15) business days advance notice.

11.4 Correction of Conditions by AT&T WISCONSIN

11.4.1 AT&T WISCONSIN will, whenever practicable, notify MCIm in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T WISCONSIN's schedule for performing the work.

11.4.2 If MCIm's facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T WISCONSIN manhole, AT&T WISCONSIN may, at MCIm's expense, reattach them but shall not be obligated to do so. If AT&T WISCONSIN does not reattach MCIm's facilities, AT&T WISCONSIN shall cooperate with MCIm for the reattachment of any facilities affected.

11.4.3 AT&T WISCONSIN shall, as soon as practicable after performing the work, advise MCIm in writing of the work performed or action taken. Upon receiving such notice, MCIm may inspect the facilities, after notice to AT&T WISCONSIN, and take such steps as MCIm may deem necessary to insure that the facilities meet MCIm's performance requirements.

11.5 MCIm to Bear Expenses

11.5.1 MCIm shall bear all expenses arising out of or in connection with any work performed to bring MCIm's facilities into compliance with requirements of this Appendix; provided, however that nothing contained in this Appendix or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under applicable federal or state laws, rules or regulations, must be borne by persons or entities other than MCIm.

12. INSPECTIONS

12.1 AT&T WISCONSIN may make periodic inspections of any part of the attachments of MCIm located on AT&T WISCONSIN Structure for the limited purpose of determining whether MCIm's facilities are in compliance with the terms of this Appendix and licenses granted hereunder; provided that such inspections must be non-invasive (e.g. no splice cases may be opened). Where reasonably practicable, AT&T WISCONSIN shall provide prior written notice to MCIm of such inspections and MCIm shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to MCIm.

13. DAMAGE TO ATTACHMENTS

13.1 Both MCIm and AT&T WISCONSIN will exercise precautions to avoid damaging the attachments of the other or to any AT&T WISCONSIN Structure to which MCIm obtains access hereunder. The Party damaging the attachments of the other Party through negligence or willful misconduct shall be responsible to such other Party therefore.

14. CHARGES

14.1 AT&T WISCONSIN's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Communication Act and in compliance with applicable commission rules, regulations and orders thereunder. The charges applicable to Structure hereunder shall be as set forth in the Appendix Pricing. AT&T WISCONSIN reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, AT&T WISCONSIN reserves the right to price on a case-by-case basis any extraordinary attachment to Structure. An extraordinary attachment is an attachment to a pole that occupies more than one foot of space on the pole in addition to the primary cable or anything other than a standard field splice enclosure in a manhole.

14.2 Advance payment of 100% (one-hundred percent) of the total amount shall be required from MCIm for map preparation, field surveys and Make-Ready Work. The balance shall be due upon completion.

15. NONDISCRIMINATION

15.1 Access to AT&T WISCONSIN owned or controlled Structure under this Appendix shall be provided to MCIm on a basis that is nondiscriminatory to that which AT&T WISCONSIN provides its Structure to itself, its affiliates, customers, or any other person.

16. JOINING OF ATTACHMENTS

16.1 Upon request by MCIm, AT&T WISCONSIN will permit the joining of ducts or conduits owned by MCIm in AT&T WISCONSIN manholes.

17. COST IMPUTATION

17.1 AT&T WISCONSIN will impute costs consistent with the rules under Section 224 (g) of the Act.

18. ABANDONMENT, SALES, OR DISPOSITIONS

18.1 AT&T WISCONSIN shall notify MCIm of the proposed abandonment, sale or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, AT&T WISCONSIN shall condition the sale or other disposition to include and incorporate the rights granted to MCIm hereunder.

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APPENDIX SS7

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for which AT&T WISCONSIN provides MCIm access to its SS7 Signaling. The Parties acknowledge that MCIm does not have an embedded base of either unbundled Local Circuit Switching or UNE-P End Users served through this Agreement and that, because there is no such embedded base served by this Agreement, no terms for switch query access to SS7 are included in this Agreement. Nothing herein shall limit AT&T WISCONSIN's obligation to provide interconnection, in accordance with the requirements of this Agreement and Applicable Law, between its signaling network and MCIm's signaling network or that of a third-party provider of MCIm's choosing.

2. SIGNALING LINK TRANSPORT

2.1 SS7 Interconnection is the interconnection of AT&T Wisconsin's SS7 Network with MCIm's SS7 network. SS7 Interconnection will occur through the connection of a pair of STPs in AT&T Wisconsin's SS7 network with a pair of STPs in MCIm's SS7 network as follows:

2.1.1 The STP pairs in the different companies' SS7 networks will be interconnected through a minimum of two pairs of "D-Links" (two links per pair) consisting of full duplex mode 56 Kbps transmission paths. Each Party will designate the STP pairs to which the other will interconnect.

2.1.2 There must be negligible down time per year of less than two seconds for each pair of D-Links.

2.1.3 The Parties will deploy D-Links to satisfy inter-office and intra-office diversity of facilities and equipment such that no two concurrent failures of facilities or equipment cause the failure of all four links in a D-Link quad (i.e., the links should be provided on a minimum of two separate physical paths end-to-end).

2.1.4 Each party will designate two Signaling Points of Interconnection ("Signaling POIs") which are the locations the carriers will interconnect their STPs for the exchange of signaling messages between their STPs. The SPOIs will be within the same LATA in which the parties are providing local exchange service.

2.1.5 MCIm agrees to pay AT&T Wisconsin for the D-links between AT&T Wisconsin's SPOI and the MCIm SPOI designated within the same LATA as the associated SS7 signaling will be used to support call setup in for local exchange service between the parties. The rates are included in the Pricing Appendix.

2.2 Interface Requirements - Signaling Transport

2.2.1 There will be a DS1 (1.544 Mbps) interface at the MCIm-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.

2.3 Signaling Transfer Points (STPs)

2.3.1 Definition. Signaling Transfer Points (STPs) provide functionality that enables the exchange of SS7 messages among and between signaling nodes, including switching offices, databases and other Signaling Transfer Points.

2.3.2 Technical Requirements

2.3.2.1 The SS7 Network provides access Network Elements including:

2.3.2.1.1 Local Switching or Tandem Switching office and;

2.3.2.1.2 Service Control Points; and

2.3.2.1.3 Third-party local or Tandem Switching Systems

2.3.3 The parties will each manage their own respective SS7 networks. This includes:

2.3.3.1 Signaling Data Link functions; and

2.3.3.2 Signaling Link functions; and

2.3.3.3 Signaling Network Management functions

2.4 Message Exchange

2.4.1 The Parties will cooperate in the exchange of ISUP and TCAP messages to facilitate full interoperability of SS7 based features between their respective networks, including CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. The Parties shall exchange unaltered SS7 signaling parameters, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.

2.4.2 SS7 interconnection provides for the transmission and routing of SS7 messages between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, SS7 interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

3. PRICES

3.1 Prices for SS7 interconnection are set forth in Appendix Pricing of this Agreement.

APPENDIX LAWFUL UNEs

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APPENDIX XXIII: LAWFUL UNBUNDLED NETWORK ELEMENTS

0. DEFINITIONS

0.1 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.

0.2 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.

0.3 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

0.4 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1).

0.5 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated in accordance with the TRRO, including Rule 51.5 as follows: A business line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 “business lines.”

1. INTRODUCTION

1.1 This Appendix Lawful Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which AT&T WISCONSIN agrees to furnish MCIm with access to Lawful unbundled Network Elements. At MCIm’s request, AT&T WISCONSIN shall provide nondiscriminatory access to Lawful unbundled Network Elements at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. AT&T WISCONSIN shall provide such Lawful unbundled Network Elements in a manner that allows MCIm to combine such elements in order to provide a Telecommunications Service.

1.1.1 Lawful UNEs and Declassification. The provisions set forth in Section 5.0 below regarding the “Transition Procedure” are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of Section 5.0 “Transition Procedures for Element that are Declassified during the Term of the Agreement.” to be implemented or effective. Further, Section 5.0's “Transition Procedures for Element that are

Declassified during the Term of the Agreement." governs the situation where an unbundled Network Element or Lawful UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement includes Section 23 (Intervening Law) of the General Terms and Conditions. The rights and obligations set forth in Section 5.0 below apply in addition to any other rights and obligations that may be created by such Intervening Law provision.

1.1.2 Notwithstanding any other provision of the Appendix, AT&T WISCONSIN shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by effective FCC rules and associated effective FCC and judicial orders. UNEs that AT&T WISCONSIN is required to provide pursuant to Section 251(c)(3) of the Act, as determined by effective FCC rules and associated effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs." Nothing in this Appendix UNE is intended to limit in any way the unbundling and other obligations that may exist as a result of the FCC's order approving AT&T's application to offer in-region interLATA service in Wisconsin.

1.1.3 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by effective FCC rules and associated effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "Declassified."

1.1.3.1 If after the Effective Date, the FCC chooses to add a UNE to Rule 51.319 or add to the list of EELS in Rule 51.318(b) "New UNE") AT&T WISCONSIN shall make such New UNE(s) available to MCIm under this Agreement within one hundred eighty (180) days from the later of (i) the date such element is required to be provided by effective FCC orders or (ii) the date of MCIm's written request; provided that AT&T WISCONSIN may begin charging MCIm subject to true-up of Commission approved rates for such New UNE(s) ordered by MCIm. The provisions set forth in this Section 1.1.3.1 are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 1.1.3.1 to be implemented or effective. Nonetheless, the Parties shall negotiate a conforming amendment containing terms, conditions and rates for such New UNE(s) and shall submit such amendment to the Commission for approval Further, this Section 1.1.3.1 governs the availability of New UNE, even where the Agreement includes Section 23 (Intervening Law) of the General Terms and Conditions. The rights and obligations set forth in this Section 1.1.3.1 apply in addition to any other rights and obligations that may be created by such Intervening Law provision.

1.1.4 Without limitation, a Network Element, including a Network Element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular Network Element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a Network Element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the Network Element on an unbundled basis under Section 251(c)(3). By way of example only, a Network Element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 5 "Transition Procedures for Element that are Declassified during the Term of the Agreement" shall apply.

1.2 Intentionally Omitted.

1.3 MCIm may request new, undefined Lawful unbundled Network Elements in accordance with the Bona Fide Request Process.

1.4 The prices at which AT&T WISCONSIN agrees to provide MCIm with Lawful unbundled Network Elements are contained in the applicable Appendix Pricing.

1.5 "Lawful," "Lawful Unbundled Network Element" or "Lawful UNE" when used in relation to unbundled Network Elements, means those unbundled Network Elements required by Section 251(c)(3) of the Act, as determined by effective FCC rules and associated effective FCC and judicial orders, or effective orders and rules of the State Commission.

2. GENERAL TERMS AND CONDITIONS

2.1 AT&T WISCONSIN and MCIm agree that MCIm may connect its facilities or facilities provided to MCIm by third-parties with AT&T WISCONSIN's network at any point designated by MCIm, provided such point is technically feasible, for access to Lawful unbundled Network Elements for the provision by MCIm of a Telecommunications Service.

2.2 AT&T WISCONSIN will provide MCIm nondiscriminatory access to Lawful unbundled Network Elements:

2.2.1 at any technically feasible point;

2.2.2 at the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;

2.2.3 in a manner that allows MCIm to provide a Telecommunications Service that may be offered by means of that Lawful unbundled Network Element;

2.2.4 in a manner that allows access to all features, functions and capabilities of a requested Lawful unbundled Network Element to be provided separately from access to other elements, and for a separate charge;

2.2.5 with technical information about AT&T WISCONSIN's network facilities sufficient to allow MCIm to achieve access to Lawful unbundled Network Elements consistent with the requirements of this Appendix;

2.2.6 without limitations, restrictions, or requirements on requests that would impair MCIm's ability to provide a Telecommunications Service in a manner it intends;

2.2.7 in a manner that allows MCIm purchasing access to unbundled Network Elements to use such unbundled Network Element to provide exchange access service to itself in order to provide inter-exchange services to subscribers;

2.2.8 where applicable, terms and conditions of access to Lawful unbundled Network Elements shall be no less favorable than terms and conditions under which AT&T WISCONSIN provides such elements to itself;

2.2.9 Intentionally Omitted.

2.2.10 except upon request of MCIm, AT&T WISCONSIN shall not separate MCIm-requested Lawful UNE's that are currently combined. (47 CFR § 51.315(b)). AT&T WISCONSIN is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by MCIm or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other AT&T WISCONSIN offering(s). At MCIm's request, AT&T WISCONSIN shall provide combinations of unbundled Network Elements in accordance with the requirements of this Section 2, other applicable requirements of this Agreement and Applicable Law, including 47 CFR Section 315. AT&T WISCONSIN may not require MCIm to own or control any local exchange facilities as a condition of offering to MCIm any Network Element or combination.

2.3 MCIm may not use AT&T WISCONSIN's Lawful unbundled Network Elements to provide services to other Telecommunications Carriers, (except in their capacity as End Users), including the exclusive provision of mobile wireless services, or long distance interexchange services (i.e. Telecommunications Service between different stations in different exchange areas).

2.4 When MCIm is purchasing an Lawful unbundled Network Element, AT&T WISCONSIN will permit MCIm exclusive use of that facility for a period of time, and when MCIm 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.

2.5 AT&T WISCONSIN will maintain, repair, or replace Lawful unbundled Network Elements as provided for in this Agreement.

2.6 Where technically feasible, the quality of the Lawful unbundled Network Element and access to such Lawful unbundled Network Element shall be at least equal to what AT&T WISCONSIN provides itself or any subsidiary, affiliate, or other Party.

2.7 Each Party shall be solely responsible for the services it provides.

2.8 Lawful unbundled Network Elements provided to MCIm under the provisions of this Appendix shall remain the property of AT&T WISCONSIN.

2.9 Intentionally Omitted.

2.10 Intentionally Omitted.

2.11 Performance of Lawful UNEs

2.11.1 Each Lawful unbundled Network Element will be provided in accordance with industry standards, if applicable.

2.11.2 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 that will materially impact the other Party's service in accordance with Applicable Law.

2.11.3 AT&T WISCONSIN may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, MCIm orders for unbundled Network Elements from, and AT&T WISCONSIN's retail service orders for, 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.

2.12 AT&T WISCONSIN shall offer each Lawful unbundled Network Element individually or in combination as set forth in this Appendix Unbundled Network Element. AT&T WISCONSIN may not require MCIm to own or control any local exchange facilities as a condition of offering to MCIm any unbundled Network Element or Lawful unbundled Network Element combination. AT&T WISCONSIN shall not separate unbundled Network Elements that are already combined on AT&T WISCONSIN's network unless requested by MCIm.

2.13 For each Lawful unbundled Network Element, AT&T WISCONSIN shall provide (i) a demarcation point (e.g., at a Digital Signal Cross Connect, a 90/10 Splitter, a Main Distribution Frame, or other appropriate demarcation locations) and (ii) if necessary, access to the demarcation point; such demarcation point being mutually agreeable to the Parties. However, where AT&T WISCONSIN provides contiguous Lawful unbundled Network Elements to MCIm, AT&T WISCONSIN will provide the existing interconnections and no demarcation point shall exist between such contiguous Lawful unbundled Network Elements.

2.14 MCIm will be responsible for the overall design of the Telecommunications Services it offers to its customers and for any redesigning or rearrangement of such Telecommunications Services; provided, however, that AT&T WISCONSIN fully complies with Section 251(c)(5) of the Act, including any required notification, and the FCC's implementing regulations thereunder, which may be required because of changes in facilities, operations, or minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.15 The Parties intend that this Appendix Lawful UNEs contains the sole and exclusive terms and conditions by which MCIm will obtain Lawful UNEs from AT&T WISCONSIN. Accordingly, except as may be specifically permitted by this Appendix Lawful UNEs, and then only to the extent permitted, MCIm and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis or in combination with other UNEs, Lawful or otherwise), with a network element possessed by MCIm (or pursuant to Commingling or otherwise) directly from any AT&T WISCONSIN tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T WISCONSIN to enforce the foregoing (including if AT&T WISCONSIN fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) 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. At its option, AT&T WISCONSIN may either reject any such order submitted under tariff, or without the need for any further contact with or consent from MCIm, AT&T WISCONSIN may process any such order as being submitted under this Appendix Lawful UNEs and, further, may convert any element provided under tariff, to this Appendix Lawful UNEs, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by MCIm.

3. INTENTIONALLY OMITTED

4. ACCESS TO LAWFUL UNE CONNECTION METHODS

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

4.1.1 Subject to availability of space and equipment, MCIm may use the methods listed below to access and combine Lawful unbundled Local Loops, and Lawful unbundled Dedicated Transport within a requested AT&T WISCONSIN Central Office.

4.1.1.1 (Method 1)

4.1.1.1.1 AT&T WISCONSIN will extend AT&T WISCONSIN Lawful unbundled Network Elements requiring cross connection to MCIm's Physical or Virtual Collocation Point of Termination (POT) when MCIm is Physically Collocated, in a caged or shared cage arrangement or Virtually Collocated, within the same Central Office where the Lawful unbundled Network Elements which are to be combined are located. For Collocation terms and conditions refer to the Collocation Appendix.

4.1.1.2 (Method 2)

4.1.1.2.1 AT&T WISCONSIN will extend AT&T WISCONSIN Lawful unbundled Network Elements that require cross connection to MCIm's Lawful unbundled Network Element frame located in the common room space, other than the Collocation common area, within the same Central Office where the Lawful unbundled Network Elements which are to be combined are located.

4.1.1.3 (Method 3)

4.1.1.3.1 AT&T WISCONSIN will extend AT&T WISCONSIN Lawful unbundled Network Elements to MCIm's Lawful unbundled Network Element frame that is located outside the AT&T WISCONSIN Central Office where the Lawful unbundled

Network Elements are to be combined in a closure such as a cabinet provided by AT&T WISCONSIN on AT&T WISCONSIN property.

4.2 The following terms and conditions apply to all methods when AT&T WISCONSIN provides access to Combinations:

4.2.1 Within ten (10) business days of receipt of a written request for access to Lawful unbundled Network Elements involving three (3) or fewer Central Offices, AT&T WISCONSIN will provide a written reply notifying the requesting 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 Lawful unbundled Network Elements.

4.2.2 Access to Lawful unbundled Network Elements via Method 1 is only available to Physically Collocated CLECs. Access to Lawful unbundled Network Elements 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.

4.2.3 The 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.

4.2.4 MCIm may elect to access AT&T WISCONSIN's Lawful unbundled Network Elements through Physical Collocation arrangements or through any other method permitted by this Agreement.

4.2.5 MCIm shall be responsible for initial testing and trouble sectionalization of facilities containing MCIm installed cross connects.

4.2.6 MCIm shall refer trouble it has sectionalized in the AT&T WISCONSIN Lawful unbundled Network Element to AT&T WISCONSIN.

4.2.7 MCIm shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect Lawful unbundled Network Elements.

4.2.8 All tools, procedures, and equipment used by MCIm to connect to AT&T WISCONSIN's network shall comply with technical standards set out in AT&T Local Exchange Carrier Technical Document TP76300MP, to reduce the risk of damage to the network and end user customer disruption.

4.2.9 MCIm shall designate each Lawful unbundled Network Element being ordered from AT&T WISCONSIN. MCIm shall provide an interface to receive assignment information from AT&T WISCONSIN regarding location of the Lawful unbundled Network Elements. This interface may be manual or mechanized.

4.2.10 AT&T WISCONSIN will provide MCIm with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AT&T WISCONSIN shall be referred to such contact numbers.

4.2.11 The use of cellular telephones or two-way pagers is not permitted in AT&T WISCONSIN equipment areas.

5. TRANSITION PROCEDURE FOR ELEMENTS THAT ARE DECLASSIFIED DURING THE TERM OF THE AGREEMENT

5.1 The procedure set forth in Section 5.0 does not apply to the Declassification events described in Sections 9.3.1 (Cap on Unbundled DS1 Loop Circuits"), 9.4.1 (Cap on Unbundled DS3 Loops), 9.8.1 (Declassification Procedure – DS1 Loops), 9.8.2 (Declassification Procedure – DS3 Loops), 15.4.2 (Cap on DS3 Dedicated Transport), 15.3.2 (Cap on DS1 Dedicated Transport), 15.3.3 (Transition period for Dedicated 1 Transport) and 15.4.3 (Transition period for Dedicated DS3 Transport), which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable "caps" are met, or where Declassification occurs because wire centers/routes meet the criteria set forth in the FCC's TRO Remand Order.

5.2 AT&T WISCONSIN shall only be obligated to provide Lawful UNEs under this Agreement. To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Lawful UNE, such element is no longer required to be provided under this Agreement and MCIm shall cease ordering such element(s) under this Agreement, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a Lawful UNE, AT&T WISCONSIN will provide written notice to MCIm of the Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of one hundred eighty (180) days from the date of such notice, AT&T WISCONSIN agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, MCIm will cease ordering within thirty (30) days new elements that are identified as Declassified or as otherwise no longer being a Lawful UNE in the AT&T WISCONSIN notice letter referenced in this Section. AT&T WISCONSIN reserves the right to audit MCIm orders transmitted to AT&T WISCONSIN and to the extent that MCIm has processed orders and such orders are provisioned after this 30-day notice period, such elements are still subject to this Section, including the options set forth in (a) and (b) below, and AT&T WISCONSIN's rights of discontinuance or conversion in the event the options are not accomplished. During such one hundred eighty (180)-day transitional period, the following options are available to MCIm with regard to the element(s) identified in the AT&T WISCONSIN notice, including the combination or other arrangement in which the element(s) were previously provided:

(a) MCIm may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or

(b) AT&T WISCONSIN and MCIm may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.

5.3 Intentionally Omitted.

5.4 At the end of the applicable transition period, if MCIm has not designated an Alternative Service Arrangement for a Transition Element, AT&T WISCONSIN may convert such Transition Elements to an analogous access product or service (at AT&T WISCONSIN's discretion), if available, and provide such access services at the month-to-month rates, and in accordance with the terms and conditions, of AT&T WISCONSIN's applicable access tariff, with the effective bill date being the first day following the applicable transition period; provided that if no analogous access service is available, AT&T WISCONSIN may disconnect such Transition Elements.

6. CONVERSION OF WHOLESALE SERVICES TO LAWFUL UNES

6.1 Upon MCIm's request, AT&T WISCONSIN shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful unbundled Network Element, or Combination of Lawful unbundled Network Elements, that is available to MCIm under this Appendix Lawful UNE, so long as MCIm and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the applicable eligibility criteria. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

6.2 Where processes for the conversion requested pursuant to this Agreement 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 MCIm's request. AT&T WISCONSIN agrees that MCIm 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 MCIm's conversion requests on a case-by-case basis and without delay. Except as provided herein, in requesting a conversion of an AT&T WISCONSIN service, MCIm must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T WISCONSIN service sought to be converted.

6.3 AT&T WISCONSIN shall perform any conversion from a wholesale service or group of wholesale services to a Lawful unbundled Network Element or Combination of Lawful unbundled Network Elements, provided that any service interruption will not be discernable to the end user customers.

6.4 Except as otherwise agreed to by the Parties, 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 Lawful unbundled Network Element or Combination of Lawful unbundled Network Elements.

6.4.1 AT&T WISCONSIN may charge Record Work Only charges as set forth in Appendix Pricing.

6.5 Intentionally Omitted.

6.6 Intentionally Omitted.

6.7 Nothing contained in this Appendix UNE or Agreement shall supersede or dissolve the terms or conditions of any other contract between the Parties.

6.8 To the extent a conversion of wholesale services creates an "Enhanced Extended Link" or "EEL," see also Section 7.0 and Section 22 below.

7. COMMINGLING

7.1 Subject to the provisions of this Agreement (including Sections 2.2.10 (UNE Combinations)22 (Enhanced Extended Loops) of this Appendix), AT&T WISCONSIN shall permit MCIm to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from AT&T WISCONSIN.

7.2 Definitions

7.2.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that MCIm has obtained at wholesale from AT&T WISCONSIN or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.

7.2.2 "Commingled Arrangement" means the arrangement created by Commingling.

7.3 Commingling Requirements

7.3.1 Upon MCIm's request, AT&T WISCONSIN shall perform the functions necessary to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with one or more facilities or services that MCIm has obtained at wholesale from AT&T WISCONSIN, unless to do so for the particular request (1) would be technically infeasible, including that network reliability or security would be impaired, or (2) would impede other Telecommunications Carriers' access to Lawful UNEs or their ability to interconnect with AT&T WISCONSIN'S network. If AT&T WISCONSIN and MCIm disagree on whether either or both of the above-referenced exceptions applies to a particular MCIm commingling request, and that disagreement is not resolved through the informal dispute resolution process set forth in Section 12.3.2 of the Agreement's General Terms and Conditions, AT&T WISCONSIN shall, within 15 days of the conclusion of informal dispute resolution (but no sooner than 45 days after the issuance of the notice of dispute), initiate formal dispute resolution by filing a request with the Commission for expedited dispute resolution as set forth in Section 12.3.3 of the Agreement's General Terms and Conditions. In any dispute resolution proceeding, AT&T WISCONSIN shall bear the burden

of proof to establish that one or both of the above-reference exceptions applies to the particular MCIm commingling request that is the subject of the dispute. If AT&T WISCONSIN does not initiate formal dispute resolution within this time frame, it has waived its objections to MCIm's commingling request and consents to fulfill the request in a timely manner.

7.3.2 AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in Section 7, and any Commingled Arrangements voluntarily (i.e., not the result of state commission order) made available by AT&T in the future in any of its 13 AT&T ILEC states, AT&T shall make such Commingled Arrangements available in Wisconsin. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated when new Commingling Arrangements are made available. The following AT&T 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:

i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
viii. UNE loop to special access multiplexer
ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
xiii. While not a commingling arrangement, AT&T will support the connection of high-capacity loops to a special access multiplexer.

# Indicates that FCC's eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

7.3.3 Intentionally Omitted.

7.3.4 To the extent that AT&T requires MCIm to submit orders for the Commingling Arrangements included in 7.3.2 (i) through (xiii) manually, the mechanized service order charge shall be applicable.

7.3.5 For any Commingling Arrangement MCIm desires that is not included in Section 7.3.2 of this Appendix, or subsequently established by AT&T, MCIm shall request any such desired Commingling Arrangement and AT&T 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 will work with MCIm to process orders for new Commingling Arrangements on a manual basis pending the completion of systems development.

7.4 Intentionally Omitted.

7.5 Ratcheting

7.5.1 "Ratchet" or "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. When MCIm purchases Commingled unbundled Network Elements and wholesale services from AT&T WISCONSIN, AT&T WISCONSIN shall charge MCIm on an element-by-element and service-by-service rate. Notwithstanding its obligations to Commingle under this Section, AT&T WISCONSIN is not required to and shall not "ratchet" individual facilities or unbundled Network Elements; provided, however, that the lack of a ratcheting requirement does not permit AT&T WISCONSIN to deny or refuse MCIm access to an unbundled Network Element or a Combination of unbundled Network Elements on the grounds that such unbundled Network Element(s) share part of AT&T WISCONSIN's network with access or other non-unbundled Network Element services.

7.6 Tariffs

7.6.1 Intentionally Omitted.

7.7 Commingling in its entirety (including its definition, the ability of MCIm to Commingle, AT&T WISCONSIN'S obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T WISCONSIN offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).

7.8 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) 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

7.9 AT&T WISCONSIN shall permit MCIm to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with wholesale services obtained from AT&T WISCONSIN. For purposes of example only, MCIm may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, and services purchased under resale arrangements with AT&T WISCONSIN. Nothing in this Appendix UNE precludes or otherwise prohibits MCIm from attaching an unbundled Network Element or combination of unbundled Network Elements (including commingled arrangements) purchased from AT&T WISCONSIN to (i) services obtained from third parties or (ii) facilities provided by MCIm.

7.10 Intentionally Omitted.

7.11 If MCIm does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, MCIm shall not request such Commingled Arrangement or continue using such Commingled Arrangement. Eligibility Criteria for Commingling include, but are not limited to, those set forth in Section 22 below.

7.12 In the event that Commingling involves SBC WISCONSIN performing the functions necessary to combine UNEs (e.g., make a new combination of Lawful UNEs), and including making the actual Lawful UNE combination, then Section 22 shall govern with respect to that UNE combining aspect of that particular Commingling and/or Commingled Arrangement.

8. NETWORK INTERFACE DEVICE

8.1 The Lawful unbundled Network Interface Device (NID) is defined as any means of interconnection of end user customer premises wiring to AT&T WISCONSIN's distribution plant, 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 customer's inside wire. Maintenance and control

of the end user customer's inside wiring (on the end user customer's side of the NID) is under the control of the end user customer. Conflicts between telephone service providers for access to the end user customer's inside wire must be resolved by the end user customer. 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. MCIm's access to the NID is offered as specified below.

8.2 AT&T WISCONSIN shall permit MCIm to connect MCIm's loop facilities to on-premises wiring of an end user customer through AT&T WISCONSIN's NID, or at any other technically feasible point, in the manner set forth in this section or in any other technically feasible manner.

8.3 Access to Network Interface Device

8.3.1 Due to the wide variety of NIDs utilized by AT&T WISCONSIN (based on end user customer size and environmental considerations), MCIm may access the end user customer's inside wire by any of the following means:

8.3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

8.3.1.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connected or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or

8.3.1.3 Request AT&T WISCONSIN to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (*i.e.*, MCIm, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

8.3.1.4 Due to the wide variety of NID enclosures and outside plant environments, AT&T WISCONSIN will work with MCIm to develop specific procedures to establish the most effective means of implementing this Section.

8.3.1.5 With respect to multiple dwelling units or multiple-unit business premises, MCIm 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.

8.3.1.6 AT&T WISCONSIN, at the request of MCIm who has constructed its own NID at a premises and needs only to make contact with AT&T WISCONSIN's NID, will disconnect the customer's wiring from AT&T WISCONSIN's NID and reconnect it to MCIm's NID at no extra charge for this reconnection.

8.3.1.7 If MCIm requests any additional type of access to the NID not specifically referenced above, MCIm and AT&T WISCONSIN will agree to a mutually feasible method of providing the requested type of access, to be facilitated via the Bona Fide Request (BFR) Process.

8.4 Technical Requirements

8.4.1 The Lawful UNE NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for AT&T WISCONSIN's facilities, for the distribution media and/or cross connect to MCIm's Lawful UNE NID, and shall maintain a connection to ground.

8.4.2 The Lawful UNE NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to MCIm's Lawful UNE NID, consistent with the Lawful UNE NID's function at the Effective Date of this Agreement.

8.4.3 Where an AT&T WISCONSIN Lawful UNE NID exists, it is provided in its "as is" condition. MCIm may request AT&T WISCONSIN do additional work to the Lawful UNE NID in accordance with other provisions herein.

8.4.4 The AT&T WISCONSIN Lawful UNE NIDs that MCIm uses under this Appendix will be existing Lawful UNE NIDs installed by AT&T WISCONSIN to serve its end user customers.

8.4.5 Upon request, AT&T WISCONSIN will dispatch a technician to tag an existing end user customer's inside wire facilities on the end user customer's side of the Lawful UNE NID. In such cases, a Lawful UNE NID "Premises Visit" charge (Time and Material) shall apply at charges reflected in Appendix Pricing, except the Premises Visit charge shall not apply if the Lawful UNE NID location information provided to MCIm prior to the dispatch request was inaccurate. AT&T WISCONSIN shall apply Time and Material charges for Premises Visits at parity with what AT&T WISCONSIN charges its retail end users customers.

8.4.6 MCIm shall not attach to or disconnect AT&T WISCONSIN's ground. MCIm shall not cut or disconnect AT&T WISCONSIN's loop from the Lawful UNE NID and/or its protector. MCIm shall not cut any other leads in the Lawful UNE NID.

9. LAWFUL UNE LOCAL LOOP

9.1 Definitions:

9.1.1 "Lawful UNE Local Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in AT&T WISCONSIN's central office and the loop demarcation point at an End User premises. This element includes all features, functions, and capabilities of such transmission facility, including the Lawful UNE Network Interface Device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User premises as well as any inside wire owned or controlled by AT&T WISCONSIN that is part of that transmission path.

9.1.2 A "Hybrid Loop" is a Lawful UNE Local Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.1.3 A "Fiber-to-the-Home Loop" is a Lawful UNE Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User premises.

9.1.3.1 A "Fiber-to-the-Curb Loop" is a Lawful UNE Local Loop consisting of a fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the End User premises.

9.1.4 Intentionally Omitted.

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

9.1.6 A 4-Wire Lawful UNE analog Loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Lawful UNE analog Loop provides separate transmit and receive paths.

9.1.7 A 2-Wire 160 Kbps Lawful UNE digital Loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.

9.1.8 A 4-Wire 1.544 Mbps Lawful UNE digital Loop is a transmission path 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.

9.1.9 The DS3 Lawful UNE loop provides a digital, 45 Mbps transmission facility from AT&T WISCONSIN's Central Office to the End User premises.

9.1.10 Lawful UNE xDSL-Capable Loop: See Appendix xDSL.

9.2 Lawful UNE Copper Loops. AT&T WISCONSIN shall provide to MCIm, upon MCIm's request, Lawful UNE copper Loops on an unbundled basis, if available. A Lawful UNE Copper Loop is a stand-alone Lawful UNE Local Loop comprised entirely of copper wire or cable. Lawful UNE Copper Loops include two-wire and four-wire Lawful UNE analog voice-grade copper loops, Lawful UNE digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide digital subscriber line ("DSL") services, regardless of whether the Lawful UNE copper Loops are in service, or held as spares, or newly deployed. Lawful UNE Copper Loops include attached electronics using time division multiplexing technology, but does not include packet switching capabilities. For purposes of this subsection a Lawful UNE unbundled Copper Loop is available if the Loop can be provided to MCIm as is, or with only routine network modification, without constructing a new loop or installing a new aerial or buried cable.

9.2.1 Retirement of Lawful UNE Copper Loops. Prior to retiring any Lawful UNE Copper Loop that has been replaced with a Fiber-to-the-Home Loop, AT&T WISCONSIN shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.

9.3 DS1 Loops. Subject to the cap set forth in Section 9.3.1, AT&T WISCONSIN shall provide MCIm, upon MCIm'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. Subject to Section 9.8, once a Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required from AT&T WISCONSIN in that Wire Center, except as otherwise set forth in this Appendix.

9.3.1 Cap on unbundled DS1 Loop circuits. MCIm may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled Loops.

9.4 DS3 Loops. Subject to the cap described in Section 9.4.1, AT&T WISCONSIN shall provide MCIm, upon MCIm'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. Subject to Section 9.8, once a 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 Appendix. DS3 Loops are digital local Loops having a total digital signal speed of 44.736 megabytes per second.

9.4.1 Cap on unbundled DS3 Loops. MCIm may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.

9.5 For Wire Center Declassification affecting DS1/DS3 Loops see Section 21.

9.6 Lawful UNE Hybrid Loops. AT&T WISCONSIN is not required to provide to MCIm unbundled access to the packet switched features, functions and capabilities of its Lawful UNE Hybrid Loops.

9.6.1 Notwithstanding Section 9.3 above, when MCIm seeks access to a Lawful UNE Hybrid Loop for the provision of broadband services, AT&T WISCONSIN shall provide MCIm with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Lawful UNE Hybrid Loop, including, DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between AT&T WISCONSIN's Central Office and an end user customer premises. This access shall include access to all features, functions, and capabilities of the Lawful UNE Hybrid Loop that are not used to transmit packetized information. Terms and conditions for xDSL, Line Sharing and Line Splitting are found in their respective Appendices.

9.6.2 Notwithstanding Section 9.3, when MCIm seeks access to a Lawful UNE Hybrid Loop for the provision of narrowband services, AT&T WISCONSIN may either:

9.6.2.1 Provide nondiscriminatory access, on an unbundled basis, to an entire Lawful UNE Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

9.6.2.2 Provide nondiscriminatory access to a spare home-run Lawful UNE Copper Loop serving that customer on an unbundled basis.

9.7 Fiber-to-the-Home Loops.

9.7.1 New builds. AT&T WISCONSIN shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop or a Fiber-to-the-Curb Loop on an unbundled basis when AT&T WISCONSIN deploys such a Loop to an end user customer premises that previously has not been served by any Lawful UNE Loop facility.

9.7.2 Overbuilds. AT&T WISCONSIN shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop or a Fiber-to-the-Curb Loop on an unbundled basis when AT&T WISCONSIN has deployed such a Loop parallel to, or in replacement of, an existing Lawful UNE Copper Loop facility, except that:

9.7.2.1 AT&T WISCONSIN must (i) maintain the existing Copper Loop connected to the particular customer premises after deploying the Fiber-to-the-Home Loop and (ii) provide MCIm nondiscriminatory access to that Lawful UNE Copper Loop on an unbundled basis, upon MCIm's request unless AT&T WISCONSIN retires the Copper Loop..

9.7.2.2 If AT&T WISCONSIN maintains the existing Lawful UNE Copper Loop, AT&T WISCONSIN need not incur any expenses to ensure that the existing Lawful UNE Copper Loop remains capable of transmitting signals prior to receiving a request for access, in which case AT&T WISCONSIN shall restore the Lawful UNE copper Loop to serviceable condition upon MCIm's request.

9.7.2.3 If AT&T WISCONSIN retires the Lawful UNE Copper Loop, AT&T WISCONSIN shall provide MCIm, upon MCIm's request, with nondiscriminatory access to a 64 kilo-bits per second transmission path capable of voice grade service over the Fiber-to-the-Home Loop on an unbundled basis.

9.8 Declassification Procedure

9.8.1 DS1. Subject to the cap described in Section 9.3.1, AT&T WISCONSIN shall provide MCIm with access to a DS1 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, MCIm may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

9.8.2 DS3. Subject to the cap described in Section 9.4.1, AT&T WISCONSIN shall provide MCIm with access to a DS3 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as Lawful UNEs under this Agreement. Accordingly, MCIm may not order or otherwise obtain, and MCIm will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

9.8.3 Effect on Embedded Base. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by MCIm as Lawful UNEs under this Agreement, AT&T WISCONSIN will

provide written notice to MCIm of such Declassification, and proceed in accordance with Section 5 "Transition Procedure for Element that are Declassified During the Term of the Agreement."

9.8.3.1 Products provided by AT&T WISCONSIN in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 5 "Transition Procedures for Element that are Declassified During the Term of this Agreement".

9.8.4 The Parties agree that activity by AT&T WISCONSIN under this Section shall not be subject to the Network Disclosure Rules.

9.9 Routine Network Modifications – Lawful UNE Local Loops:

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

9.9.2 A routine network modification is an activity that AT&T WISCONSIN regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of 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 AT&T WISCONSIN ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.

9.9.3 AT&T Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes, or conduits or installing new terminals. AT&T WISCONSIN is not obligated to perform such activities.

9.9.4 AT&T WISCONSIN shall provide routine network modifications at the rates set out in Price Schedule.

9.10 AT&T WISCONSIN will provide MCIm with access to unbundled Lawful UNE Local Loops regardless of whether AT&T WISCONSIN uses Integrated Digital Loop Carrier (IDLC) technology, or similar remote concentration devices, for the particular loop sought by MCIm. Where available, AT&T WISCONSIN will move the requested Lawful unbundled Local Loop(s) to spare copper, or to Universal Digital Loop Carrier (UDLC) Lawful unbundled loop(s) at no additional charge. If, however, no such facilities are available, AT&T WISCONSIN will notify MCIm of the lack of available facilities within two (2) business days.

9.10.1 If MCIm requests one or more Lawful unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC), AT&T WISCONSIN will, where available, provide on the requested Loop(s) to a spare, existing Physical loop, or a Universal Digital Loop Carrier (UDLC) Loop at no additional charge to MCIm. If, however, no spare Lawful unbundled Loop is available, AT&T WISCONSIN will within two (2) Business Days, excluding weekends and holidays, of MCIm's request, notify MCIm of the lack of available facilities.

9.11 Additional TELRIC costs per unit for access to IDLC-delivered Loops requested by MCIm pursuant to Section 9.10 not otherwise recovered through existing nonrecurring or recurring rates for Lawful unbundled Loops may be recovered from requesting carriers on rates, terms and conditions that are just, reasonable and nondiscriminatory.

9.12 When a Lawful UNE local loop is ordered to a high voltage area, the Parties understand and agree that the Lawful UNE Local Loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and MCIm's end-user customer. Therefore, any request by MCIm for a Lawful UNE Local Loop to a high

voltage area will be submitted by MCIm to AT&T WISCONSIN via the BFR process set forth in Appendix BFR and CLEC shall be required to pay AT&T WISCONSIN for any HVPE that is provisioned by AT&T WISCONSIN to MCIm in connection with MCIm's Lawful UNE loop order to the high voltage area.

9.13 The Parties acknowledge and agree that AT&T WISCONSIN shall not be obligated to provision any of the Lawful UNE loops provided for herein to cellular cites or to any other location that does not constitute an End User Customer premises.

9.14 MCIm agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

10. LAWFUL UNE SUBLOOP

10.1 Lawful UNE "Subloop" is a portion of a Copper Loop, or Hybrid Loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of Technically Feasible access in AT&T WISCONSIN's outside plant, including inside wire owned or controlled by AT&T WISCONSIN, and the customer premises. A Lawful UNE Subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of Technically Feasible access and the demarcation point at the customer premises, and includes the features, functions, and capabilities of the Lawful UNE Subloop. Lawful UNE Subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the subloops are in service or held as spares.

10.1.1 A point of technically feasible access is any point in AT&T WISCONSIN's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

10.2 Definitions pertaining to the Lawful UNE Sub-Loop:

10.2.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.

10.2.2 "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.

10.2.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the end user customer's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

10.2.4 Lawful UNE "Digital Subloop" may be deployed on on-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.

10.2.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user customer can be connected to the ILEC's network.

10.2.6 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

10.2.7 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user customer's premise.

10.2.8 "SPOI" is defined as a Single Point of Interconnection.

10.2.9 "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.

10.2.10 "Term-to-NID Lawful UNE Subloop" is that portion of the loop from an accessible terminal to the NID, which is located at an end user customer's premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).

10.3 Lawful UNE Subloops.

10.3.1 AT&T WISCONSIN shall provide MCIm, upon MCIm's request, with nondiscriminatory access to Lawful UNE Subloops on an unbundled basis, including but not limited to:

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

10.3.1.2 Lawful UNE 4-Wire Analog Subloop provides a 4-wire loop (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).

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

10.3.1.4 Lawful UNE 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 customer capacity up to 144 Kbps.

10.3.1.5 Lawful UNE xDSL Subloop is as defined in the Post-Triennial Review xDSL Loops Appendix and will be available to MCIm in AT&T WISCONSIN in those instances where MCIm has an approved and effective Post-Triennial Review Lawful UNE xDSL Loops Appendix as a part of this Agreement. In addition to the provisions set forth in the Post-Triennial Review Lawful UNE xDSL Loops Appendix, the Lawful UNE xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 10, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the Post-Triennial Review xDSL Loops Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Section 10, the Lawful UNE subloop provisions set forth in this Section 10 shall control.

10.3.2 Subloops for Multiunit Premises Access and NIDs

10.3.2.1 Subloops for access to multiunit premises wiring. AT&T WISCONSIN shall provide MCIm, upon MCIm's request, with nondiscriminatory access to the Subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of Loop that MCIm seeks to provision for its customer. The "Subloop for access to multiunit premises wiring" is defined as any portion of the Loop that it is Technically Feasible to access at a terminal in AT&T WISCONSIN's outside plant at or near a multiunit premises. One category of this Subloop is inside wire, which is defined as all loop plant owned or controlled by AT&T WISCONSIN at a multiunit customer premises between the minimum point of entry as defined in Section 68.105 of the FCC's Rules and the point of demarcation of AT&T WISCONSIN's network as defined in Section 68.3 of the FCC's Rules.

10.3.2.2 AT&T WISCONSIN will construct a SPOI only to those Multi-Unit premises where AT&T WISCONSIN has distribution facilities to the premises and AT&T WISCONSIN either owns controls or leases the inside wire, if any at such premises. If AT&T WISCONSIN has no facilities which it owns, controls or leases at a multi-unit premises through which it serves or can serve customers at such premises, it is not obligated to construct a SPOI. AT&T WISCONSIN's obligation to build a SPOI for multi-unit premises only

arises when MCIm indicates that it will place an order for an Lawful unbundled subloop network element via a SPOI. This obligation is in addition to AT&T WISCONSIN's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If the Parties are unable to negotiate terms and conditions regarding a SPOI, issues in dispute, including compensation of AT&T WISCONSIN under forward-looking pricing principles, shall be resolved under the dispute resolution processes in this Agreement.

10.4 Lawful UNE Subloop conditioning where applicable, is covered in Appendix DSL.

10.5 Access to Lawful UNE Subloops

10.5.1 Access to terminals for Lawful UNE Subloops is defined to include:

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

10.5.1.2 the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the trunk line, or "feeder", leading back to the central office and the "distribution" plant, branching out to the subscribers, meet, and "interface".

10.5.1.3 Intentionally Omitted.

10.5.1.4 the Terminal or Remote Terminal (underground or aerial),

10.5.1.5 Intentionally Omitted.

10.6 MCIm may request access to the following Subloop segments:

FROM	TO
1. Intentionally Omitted	Intentionally Omitted
2. Intentionally Omitted	Intentionally Omitted
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. Network Interface Device	Stand Alone
7. SPOI (Single Point of Interface) [1]	Network Interface Device
8. Intentionally Omitted	Intentionally Omitted
9. Intentionally Omitted	Intentionally Omitted
10. Intentionally Omitted	Intentionally Omitted

10.7 Provisioning:

10.7.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE subloop circuit(s).

10.7.2 Spare Lawful UNE subloop(s) will be assigned to MCIm only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

10.7.3 Provisioning intervals for Lawful UNE subloops shall be governed by MCIm's state-specific contract interval for the stand-alone, full Lawful unbundled Network Element. For example, the provisioning interval for DSL-capable Lawful UNE subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

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

[2] Indicates that FCC's mandatory eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

10.8 Maintenance:

10.8.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE subloop from the AT&T WISCONSIN switch/testing equipment will be lost.

10.8.2 Once Lawful UNE Subloop Access Arrangements have been completed and balance of payment due AT&T WISCONSIN I is received, MCIm may place LSRs for subloops at this location. Prices at which AT&T WISCONSIN agrees to provide MCIm with Lawful unbundled Network Elements are contained in the state specific Appendix Pricing.

10.8.3 In the event of catastrophic damage to the RT, SAI/FDI, Terminal, or NID where MCIm has a SAA, AT&T WISCONSIN's repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all end user customers to be restored in the least amount of time. Should MCIm's cabling require replacement, AT&T WISCONSIN will provide prompt notification to MCIm for MCIm to provide the replacement cable to be terminated as necessary.

10.8.4 AT&T WISCONSIN shall charge MCIm a Maintenance of Service Charge (MSC) when MCIm reports a suspected failure of a Lawful UNE and AT&T WISCONSIN dispatches personnel to the End User Customer's premises or an AT&T WISCONSIN Central Office and trouble was not caused by AT&T WISCONSIN's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Such charges may be found in Appendix Pricing or tariffs.

10.9 Subloop Access Arrangements:

10.9.1 Whenever MCIm wants to combine Lawful UNE subloops with other MCIm elements, MCIm will, prior to ordering Lawful UNE subloop facilities, establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T WISCONSIN subloop network.

10.9.2 The space available for combining, collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. MCIm will initiate a Special Construction Arrangement (SCA) by submitting a Lawful UNE Subloop Access Arrangement Application.

10.9.3 Upon receipt of a complete and correct application, AT&T WISCONSIN will provide to MCIm within thirty (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 MCIm submits a request to provide a written estimate for Lawful UNE sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

10.9.4 The assignment of Lawful UNE 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.

10.9.5 Lawful UNE Subloop inquiries do not serve to reserve Lawful UNE subloop(s).

10.9.6 Several options exist for Collocation or Lawful UNE 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.

10.9.7 MCIm will be responsible for obtaining rights of way from owners of property where AT&T WISCONSIN has placed the equipment necessary for the Lawful UNE Subloop Access Arrangement, if necessary, prior to submitting the request for a SCA.

10.9.8 Prior to submitting the Lawful UNE Sub-Loop Access Arrangement Application for SCA, MCIm shall have the "Collocation" and "Poles, Conduit, and ROW" appendices in the Agreement to

provide the guidelines for both MCIm and AT&T WISCONSIN to successfully implement Lawful UNE subloops, should collocation, access to poles/conduits or rights of way be required.

10.9.9 Construction of the Lawful UNE Subloop Access Arrangement shall be completed within ninety (90) days of MCIm 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 MCIm has provided proof that it has obtained necessary rights of way as defined herein. In the event MCIm disputes the estimate for an Lawful UNE Subloop Access Arrangement in accordance with the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement, AT&T WISCONSIN will proceed with construction of the Lawful UNE Subloop Access Arrangement upon receipt from MCIm of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by MCIm 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.

10.9.10 Upon completion of the construction activity, MCIm will be allowed to test the installation with an AT&T WISCONSIN technician. If MCIm desires test access to the Lawful UNE Subloop Access Arrangement, MCIm should place its own test point in its cable prior to cable entry into AT&T WISCONSIN's interconnection point.

10.9.11 A non-binding MCIm forecast shall be required as a part of the request for a Lawful UNE Subloop Access Arrangement, identifying the Lawful UNE 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 MCIm expects to use.

10.9.12 In order to maximize the availability of terminations for all CLECs, MCIm shall provide CFAs for their subloop pairs utilizing the same 25-pair binder group. MCIm would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

10.9.13 Unused MCIm 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 MCIm expense.

10.9.14 In the event MCIm elects to discontinue use of an existing Subloop Access Arrangement, or abandons such arrangement, MCIm shall pay AT&T WISCONSIN for removal of their facilities from such arrangement.

10.10 Lawful UNE Subloop Access Arrangement (SAA) Access Points:

10.10.1 SAI/FDI or Terminal

10.10.1.1 MCIm cable to be terminated in an AT&T WISCONSIN SAI/FDI, or Terminal, shall consist of 22 or 24-guage 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. MCIm's Aerial cables should be aircore.

10.10.1.2 MCIm 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.

10.10.1.3 MCIm 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 MCIm’s cable at the meet point.

10.10.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the twelve (12) month period beginning on the date of the inquiry LSR.

10.10.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, if MCIm and AT&T WISCONSIN are mutually agreeable, AT&T WISCONSIN may increase capacity of the SAI/FDI by the method of it's choice, for which MCIm will be charged a portion of the expense to be determined by duly authorized MCIm and AT&T WISCONSIN_ engineers for the purpose of allowing MCIm to terminate it's cable at the SAI/FDI.

10.10.1.6 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, upon MCIm's request, to construct an adjacent termination facility to accommodate the MCIm facilities for which MCIm will be charged.

10.11 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

10.11.1 AT&T WISCONSIN shall notify MCIm of pending relocation as soon as AT&T WISCONSIN receives such notice.

10.11.2 MCIm shall notify AT&T WISCONSIN of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

10.11.3 AT&T WISCONSIN shall then provide MCIm 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 by MCIm and AT&T WISCONSIN engineers.

10.11.4 MCIm shall notify AT&T WISCONSIN of acceptance or rejection of the new SCA within ten (10) business days of its receipt of AT&T WISCONSIN estimate.

10.11.5 Upon acceptance of the AT&T WISCONSIN estimate, MCIm 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.

10.11.6 Should MCIm decide not to continue the SAA, MCIm will notify AT&T WISCONSIN as to the date that AT&T WISCONSIN may remove MCIm's facilities from that SAA. MCIm will pay AT&T WISCONSIN for all costs associated with the removal of MCIm's SAA.

10.11.7 In the event that MCIm does not respond to AT&T WISCONSIN in time to have their facilities relocated, AT&T WISCONSIN shall move MCIm facilities and submit a bill for payment to MCIm for the costs associated with the relocation. Should MCIm elect not to pay this bill, MCIm's facilities will be removed from the site upon thirty (30) days notice to MCIm.

10.12 Retirement of Copper Lawful UNE SubLoops. Prior to retiring any Copper Lawful UNE SubLoop that has been replaced with a Fiber-to-the-Home Loop, AT&T WISCONSIN shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.

11. ENGINEERING CONTROLLED SPLICE (ECS)

11.1 AT&T WISCONSIN will make available an Engineering Controlled Splice (ECS), which will be owned by AT&T WISCONSIN, for MCIm to gain access to Lawful UNE subloops at or near remote terminals.

11.2 The ECS shall be made available for SAAs utilizing the SCA.

11.2.1 MCIm 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 MICHIAN will construct any Lawful UNE 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.

11.2.2 MCIm 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 places more pairs at the splice.

11.2.3 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 the MCIm (depending on the specific arrangement) at the option of AT&T WISCONSIN.

11.2.4 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.

11.2.5 AT&T WISCONSIN may require a separate SCA for each remote terminal site.

11.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE subloop or dark fiber is to be provisioned. 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.

11.3 MCIm will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

11.3.1 Dedicated Facility Option (DFO)

11.3.1.1 MCIm may request AT&T WISCONSIN splice the existing cabling between the ECS and the SAI to MCIm's SAA facility. This facility will be "dedicated" to MCIm for subsequent Lawful UNE subloop orders.

11.3.1.2 MCIm must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

11.3.1.3 MCIm will compensate AT&T WISCONSIN for each of the dedicated subloop facilities, based on recurring Lawful UNE subloop charges for the quantity of Lawful UNE subloops dedicated to MCIm between the ECS and the SAI.

11.3.2 Cross-connected Facility Option (CFO)

11.3.2.1 MCIm may request AT&T WISCONSIN build an ECS cross-connect junction on which to terminate MCIm's SAA facility.

11.3.2.2 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.

11.3.2.3 MCIm must designate the quantity of Lawful UNE subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

11.3.2.4 MCIm will compensate AT&T WISCONSIN for the charges incurred by AT&T WISCONSIN derived from MCIm's request for the SCA.

12. LAWFUL UNE DARK FIBER

12.1 Subject to Sections 2 and 3 of this Appendix Lawful UNE, AT&T WISCONSIN shall provide Lawful unbundled Dedicated Transport Dark Fiber.

12.2 In AT&T WISCONSIN unbundled Lawful UNE Dedicated Transport Dark Fiber is deployed unlit optical fiber within AT&T WISCONSIN's network.

12.2.1 Lawful UNE Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. MCIm may only subscribe to dark fiber that is considered "spare," as defined herein. Lawful UNE Dark Fiber is deployed unlit fiber optic cable that connects two points within the AT&T WISCONSIN's network. Lawful UNE 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.

12.2.2 Intentionally Omitted.

12.2.3 Lawful UNE Dedicated Transport Dark Fiber is defined as AT&T WISCONSIN Dark Fiber interoffice transmission facilities dedicated to MCIm that are within AT&T WISCONSIN's switches or wire centers within a LATA. AT&T WISCONSIN is not obligated to provide MCIm with unbundled access to Dedicated Transport that does not connect a pair of AT&T wire centers. AT&T WISCONSIN will offer Lawful UNE Dedicated Transport Dark Fiber to MCIm when MCIm has collocation space in each AT&T WISCONSIN Central Office where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.

12.2.4 A "route" is defined as a transmission path between one of AT&T WISCONSIN's wire centers or switches and another of AT&T WISCONSIN's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

12.3 Lawful UNE Loop Dark Fiber

12.3.1 AT&T WISCONSIN is not required to provide Loop Dark Fiber on an unbundled basis.

12.3.1.1 As to each dark fiber Loop, 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 MCIm's embedded base of dark fiber Loops (i.e. only dark fiber Loop ordered by MCIm *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC WISCONSIN Interconnection Agreement for a transitional period of time, ending upon the earlier of:

(a) MCIm's disconnection or other discontinuance of use of one or more of the dark fiber Loop;

(b) MCIm's transition of an dark fiber Loop to an alternative arrangement; or

(c) September 11, 2006.

12.3.1.1.1 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC WISCONSIN Interconnection Agreement beyond its term.

12.4 Lawful UNE Dedicated Transport Dark Fiber

12.4.1 Subject to Section 5and this Section 12.4 of this Appendix Lawful UNE, AT&T WISCONSIN shall provide MCIm, upon MCIm's request, with nondiscriminatory access to Lawful UNE Dedicated Transport Dark Fiber on an unbundled basis; provided, however, that AT&T WISCONSIN need not provide MCIm with Lawful UNE Dedicated Transport of OCn levels or higher.

12.4.2 Intentionally Omitted.

12.4.2.1 AT&T WISCONSIN shall provide MCIm with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are

either Tier 1 or Tier 2 Wire Centers. As such, AT&T WISCONSIN must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, MCIm may not order or otherwise obtain, and MCIm will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s). Products provided by AT&T WISCONSIN in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section where such fiber is Declassified. The Parties agree that activity by AT&T WISCONSIN under this Section shall not be subject to the Network Disclosure Rules.

12.4.2.2 Intentionally Omitted.

12.4.2.3 As to each dark fiber Transport, 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 MCIm's embedded base of dark fiber Transport (i.e. only dark fiber Transport ordered by MCIm *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC WISCONSIN Interconnection Agreement for a transitional period of time, ending upon the earlier of:

(a) MCIm's disconnection or other discontinuance of use of one or more of the dark fiber Transport;

(b) MCIm's transition of an dark fiber Transport to an alternative arrangement; or

(c) September 11, 2006.

Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC WISCONSIN Interconnection Agreement beyond its term.

12.4.3 Intentionally Omitted.

12.4.4 Wire Center "Tiers" -- For purposes of this Section , wire centers are classified into three "tiers," as follows:

12.4.4.1 Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

12.4.4.2 Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

12.4.4.3 Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

12.4.5 For Wire Center Declassification affecting Dark Fiber see Section 21.

12.5 Spare Fiber Inventory Availability and Condition

12.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare Lawful UNE Dedicated Transport Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare Lawful UNE Dedicated

Transport 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 Telecommunications Carriers.

12.6 Determining Spare Fibers:

12.6.1 AT&T WISCONSIN will inventory spare Lawful UNE Dedicated Transport Dark Fiber. Spare Lawful UNE Dedicated Transport Dark Fiber do not include the following:

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

12.6.1.1.1 Cables with 24 fibers and less: 2 maintenance spare fibers
12.6.1.1.2 Cables with 36 and 48 fibers: 4 maintenance spare fibers
12.6.1.1.3 Cables with 72 and 96 fibers: 8 maintenance spare fibers
12.6.1.1.4 Cables with 144 fibers: 12 maintenance spare fibers
12.6.1.1.5 Cables with 216 fibers: 18 maintenance spare fibers
12.6.1.1.6 Cables with 288 fibers: 24 maintenance spare fibers
12.6.1.1.7 Cables with 432 fibers: 36 maintenance spare fibers
12.6.1.1.8 Cables with 864 fibers: 72 maintenance spare fibers

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

12.6.1.3 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.

12.6.2 The appropriate AT&T WISCONSIN engineering organization will maintain records on each fiber optic cable for which MCIm request Lawful UNE Dedicated Transport Dark Fiber.

12.7 Quantities and Time Frames for ordering Dedicated Transport Dark Fiber

12.7.1 MCIm may order dark fiber on a strand-by-strand basis. Should spare Lawful UNE Dedicated Transport Dark Fiber fall below 8 strands in a given location, AT&T WISCONSIN will provide the remaining spares one strand at a time and no more than a quantity of 2 strands.

12.7.2 If MCIm wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing MCIm's specific point-to-point (A to Z) dark fiber requirements. For such inquiries, AT&T WISCONSIN shall provide to MCIm information regarding the location and availability. When MCIm submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

12.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, AT&T WISCONSIN will notify MCIm and MCIm may place an Access Service Request (ASR) for the Lawful UNE Dedicated Transport Dark Fiber.

12.7.3 Lawful UNE Dedicated Ttransport Dark Fiber will be assigned to MCIm 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 Lawful UNE Dedicated Transport Dark Fiber. When MCIm submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities assigned for use by MCIm within thirty (30) business days and charges will apply as outlined in state specific Appendix Pricing.

12.7.3.1 Prior to completing any order for dark fiber submitted by MCIm, AT&T WISCONSIN shall conduct an Actual Measured Loss (AML) readings on the dark fiber ordered on the plant test date, and shall provide the results of such reading to MCIm. If, in MCIm's sole discretion, such AML reading indicates that the dark fiber does not meet MCIm's usability and performance requirements, MCIm may, at any time up to the close of business on the due date for the dark fiber order, cancel its order and shall not

be responsible for any charges, other than applicable Dark Fiber Inter-office Inquiry charges associated with that order.

12.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber

12.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in the "Lifting of Unbundling Declassification Section" of this Appendix Lawful UNE. For clarification purposes, AT&T WISCONSIN's right of revocation of access under this section applies even when the affected Lawful UNE Dedicated Transport Dark Fiber remain subject to unbundling obligations under Section 251(c)(3) of the Act, in which case MCIm's rights to the affected network element may be revoked as provided in this section.

12.8.1.1 AT&T WISCONSIN may reclaim Lawful UNE Dedicated Transport Dark Fiber from MCIm upon at least twelve (12) months written notice only if:

12.8.1.2 AT&T WISCONSIN negotiates with MCIm in good faith to address MCIm's concerns related to AT&T WISCONSIN's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;

12.8.1.3 AT&T WISCONSIN demonstrates to the Commission that AT&T WISCONSIN reasonably needs the Lawful UNE Dedicated Transport Dark Fiber to meet its carrier-of-last-resort responsibilities within twelve (12) months following the reclamation; and

12.8.1.4 AT&T WISCONSIN provides MCIm with an alternative facility with the same bandwidth MCIm was using or had committed to use prior to AT&T WISCONSIN reclaiming the facility, provided that AT&T WISCONSIN shall use commercially reasonable efforts to ensure that the alternative facility does not result in any additional costs or charges to MCIm or reduce the quality of MCIm's services.

12.8.2 Should MCIm not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T WISCONSIN provided the fiber(s), AT&T WISCONSIN may revoke MCIm's access to the Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber and recover those fiber facilities and return them to AT&T WISCONSIN inventory. AT&T WISCONSIN may reclaim from MCIm the right to use Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber, whether or not the Lawful UNE Dedicated Transport and Loop Dark Fiber is being utilized by MCIm, upon twelve (12) months' written notice to MCIm. AT&T WISCONSIN will provide an alternative facility for MCIm with the same bandwidth MCIm was using prior to reclaiming the facility. AT&T WISCONSIN must also demonstrate to MCIm that the Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber will be needed to meet AT&T WISCONSIN's bandwidth requirements within the twelve (12) months following the revocation.

12.9 Access Methods specific to Lawful UNE Dark Fiber

12.9.1 The demarcation point for Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber at Central Offices, Remote Terminals and End User premises will be in an AT&T WISCONSIN approved splitter shelf. This arrangement allows for non-intrusive testing.

12.9.2 At AT&T WISCONSIN Central Offices, Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber terminates on a fiber distribution frame, or equivalent in the Central Office. MCIm access is provided pursuant to Method 1 (Section 4 of this Appendix Lawful UNE), which is the only method of access for Dark Fiber.

12.10 Installation and Maintenance for Lawful UNE Dark Fiber

12.10.1 AT&T WISCONSIN will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. MCIm will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to MCIm's equipment.

12.11 Dark Fiber Transport Declassification

12.11.1 Intentionally Omitted.

12.11.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by MCIm as Lawful UNEs under this Agreement, AT&T WISCONSIN will provide written notice to MCIm of such Declassification, and proceed in accordance with Section 5, "Transition Procedures for Element that are Declassified during the Term of the Agreement" and at the end of the 30-day notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of AT&T WISCONSIN.

12.12 Routine Network Modifications - Unbundled Dedicated Transport Dark Fiber and Unbundled Loop Dark Fiber

12.12.1 AT&T WISCONSIN shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by MCIm where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. AT&T WISCONSIN shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

12.12.2 A routine network modification is an activity that AT&T WISCONSIN regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.

12.12.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried 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 the above stated activities for MCIm. However, when MCIm purchases Dark Fiber, AT&T WISCONSIN shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

13. TRO REMAND-DECLASSIFIED SWITCHING AND UNE-P

13.1 The Parties acknowledge that if MCIm does not have an Embedded Base of ULS/UNE-P end user customers served through this Agreement then the terms and conditions of this Section 13 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and MCIm reserves its rights as to whether the requirements of this Section 13 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, MCIm 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.)

13.2 Transitional Provision of Embedded Base of ULS and UNE-P.

13.2.1 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 MCIm'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 MCIm before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth

in the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC WISCONSIN Interconnection Agreement for a transitional period of time, ending upon the earlier of:

13.2.1.1 MCIm'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;

13.2.1.2 MCIm's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or

13.2.1.3 March 11, 2006.

13.2.1.4 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC WISCONSIN Interconnection Agreement beyond its term.

13.2.2 AT&T WISCONSIN's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this section shall be on an "as is" basis, except that MCIm 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.

13.2.3 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Embedded Base Rider, and subject to this section, and subject to the conditions set forth 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 Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC WISCONSIN Interconnection 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.

13.2.3.1 The Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC WISCONSIN Interconnection Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

13.3 Transitional Pricing for Embedded Base of ULS and UNE-P.

13.3.1 Notwithstanding anything in the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC WISCONSIN Interconnection 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:

13.3.1.1 the rate at which MCIm obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or

13.3.1.2 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.

13.3.2 Regardless of the execution or effective date of this Embedded Base Rider or the underlying Agreement, MCIm will be liable to pay the transitional pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

13.3.3 MCIm 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.

13.4 End of Transitional Period for ULS and UNE-P.

13.4.1 MCIm 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).

13.4.1.1 To the extent that there are MCIm embedded base Mass Market ULS or UNE-P (and related items, such as those referenced 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.

14. INTENTIONALLY OMITTED

15. LAWFUL UNE DEDICATED TRANSPORT

15.1 Definitions

15.1.1 "Lawful UNE Dedicated Transport" (DS1, DS3 or Dark Fiber) is an interoffice transmission path, to which MCIm is granted exclusive use, between an MCIm-designated location in one of AT&T WISCONSIN's wire centers or switches within a LATA and an MCIm-designated location in another of AT&T WISCONSIN's wire centers or switches within a LATA. Such MCIm-designated locations may include MCIm network components as located within connecting AT&T WISCONSIN's wire centers or switches within a LATA. Such MCIm-designated locations may also include other carriers' network components located within AT&T WISCONSIN's wire centers or switches, as permitted by other carriers via a letter of authorization.

15.2 Subject to the limitations set forth in Section 5 ("Transition Procedures for Element that are Declassified during the Term of the Agreement") of this Appendix Lawful UNE, AT&T WISCONSIN shall provide MCIm with nondiscriminatory access to DS1 and DS3 Lawful UNE Dedicated Transport on an unbundled basis in accordance with the requirements of this Agreement only where such facilities exist at the time of MCIm's request and only over routes that have not been Declassified. For purposes of this subsection, facilities exist at the time of MCIm's request if the DS1 and DS3 Lawful UNE Dedicated Transport can be provided to MCIm as is, or with only routine network modification, without installing a new aerial or buried cable.

15.2.1 AT&T WISCONSIN will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE Dedicated Transport.

15.2.2 AT&T WISCONSIN will provide Lawful UDT to MCIm only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

15.2.3 Lawful Unbundled Dedicated Transport includes the following elements:

15.2.3.1 a circuit between two AT&T WISCONSIN switches or Wire Centers within AT&T WISCONSIN's network within the LATA.

15.2.3.2 Multiplexing – an option ordered in conjunction with Lawful UNE 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 Unbundled Dedicated Transport.

15.2.3.3 Other optional features are outlined in Appendix Pricing.

15.3 Dedicated DS1 Transport.

15.3.1 AT&T WISCONSIN shall make available to MCIm, upon MCIm's request, Dedicated DS1 Transport on an unbundled basis as set forth in this Section 15.3. Dedicated DS1 Transport consists of AT&T WISCONSIN interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier. AT&T WISCONSIN shall provide MCIm, upon MCIm's request, Dedicated DS1 Transport between any pair of AT&T Wire Centers, except where, through application of tier

classifications, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, AT&T WISCONSIN must provide Dedicated DS1 Transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

15.3.2 Cap on DS1 Dedicated Transport. MCIm may obtain a maximum of ten unbundled Dedicated DS1 Transport circuits on each Route where Dedicated DS1 Transport is available on an unbundled basis.

15.3.3 Intentionally Omitted.

15.4 Dedicated DS3 Transport. AT&T shall make available Dedicated DS3 Transport to MCIm on an unbundled basis as set forth in this Section. Dedicated DS3 Transport consists of AT&T interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

15.4.1 General availability of Dedicated DS3 Transport. AT&T shall provide MCIm, upon MCIm's request, Dedicated DS3 Transport between any pair of AT&T Wire Centers except where, through application of tier classifications described in this Appendix UNE, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, AT&T must provide Dedicated DS3 Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

15.4.2 Cap on Dedicated DS3 Transport. MCIm may obtain a maximum of twelve (12) unbundled Dedicated DS3 Transport circuits on each Route where Dedicated DS3 Transport is available on an unbundled basis.

15.4.3 Intentionally Omitted.

15.5 Intentionally Omitted.

15.6 Wire Center tier structure. For purposes of this Section 15, AT&T Wire Centers shall be classified into three tiers as defined in this Section 15. Wire Center "Tiers" -- For purposes of this Section , wire centers are classified into three "tiers," as follows:

15.6.1 Tier 1 Wire Centers are those AT&T Wire Centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those AT&T tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center. Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both.

15.6.2 Tier 2 Wire Centers are those AT&T Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

15.6.3 Tier 3 Wire Centers are those AT&T Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

15.7 For Wire Center Declassification affecting Dedicated Transport see Section 21.

15.8 Diversity

15.8.1 When requested by MCIm, physical diversity shall be provided for Lawful Unbundled Dedicated Transport. When MCIm requests physical diversity and facilities do not exist at the time of MCIm's request, AT&T WISCONSIN shall provide such facilities in accordance with the requirements of this Appendix UNE. 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.

15.8.2 AT&T WISCONSIN shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. When additional costs are

incurred by AT&T WISCONSIN for MCIm specific diversity, AT&T WISCONSIN will advise MCIm of the applicable additional charges. AT&T WISCONSIN will not process the request for diversity until MCIm accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until MCIm accepts the additional charges.

15.9 Digital Cross-Connect System (DCS)

15.9.1 AT&T WISCONSIN will offer Digital Cross-Connect System (DCS) as part of the Interoffice Transport element with the same functionality that is offered to inter-exchange carriers. DCS requested by MCIm shall be subject to additional charges as outlined in Appendix Pricing.

15.10 Network Reconfiguration Service (NRS)

15.10.1 AT&T WISCONSIN will offer reconfiguration service as part of the Lawful UDT element with the same functionality that is offered to inter-exchange carriers. Charges for reconfiguration service are outlined in Access Tariff FCC No. 2.

15.11 Intentionally Omitted.

15.12 Routine network modifications - Unbundled Dedicated Transport Dark Fiber and Unbundled Loop Dark Fiber

15.12.1 See Section 12.12 above.

16. 911 OR E911 DATABASE

16.1 Access to the AT&T WISCONSIN 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix.

17. INTENTIONALLY OMITTED

18. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

18.1 AT&T WISCONSIN shall provide nondiscriminatory access in accordance with Section 47CFR 51.311 and Section 251(c)(3) of the Act to Operations Support Systems (OSS) on an Lawful unbundled basis to MCIm for the provision of a Telecommunications Service. OSS 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, as part of its duty to provide access to the pre-ordering function, must provide MCIm with nondiscriminatory access to the same detailed information about the Lawful loop that is available to AT&T WISCONSIN. Access to OSS is available as described in Appendix OSS.

19. CROSS CONNECTS

19.1 MCIm shall pay AT&T WISCONSIN for cross connects at the rates set forth in Appendix Pricing of this Agreement.

20. PROVISIONING AND MAINTENANCE OF LAWFUL UNBUNDLED NETWORK ELEMENTS

20.1 Provisioning/Maintenance of Lawful Unbundled Network Elements

20.1.1 MCIm may order from AT&T WISCONSIN multiple individual Lawful unbundled Network Elements on a single order subject to OSS specifications without the need to have MCIm send an order for each such Lawful unbundled Network Element if such Lawful unbundled Network Elements are: (i) for a single type of service, (ii) for a single location, and (iii) for the same account.

20.1.2 AT&T WISCONSIN shall provide all provisioning services to MCIm during the same business hours AT&T WISCONSIN provisions similar services for its end user customers or other CLECs.

20.1.3 AT&T WISCONSIN shall provide a Single Point of Contact (SPOC) within the LSC for ordering and provisioning contacts and order flow involved in the purchase and provisioning of AT&T WISCONSIN's Lawful unbundled Network Elements or combinations. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. The SPOC shall also provide to MCIm a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Lawful unbundled Network Elements or combinations.

20.1.4 AT&T WISCONSIN shall provide to MCIm a Single Point of Contact (Local Service Center or LSC) for ordering Lawful unbundled Network Elements. A national toll-free number will be provided. This LSC is responsible for order acceptance, order issuance, and return of the FOC to MCIm as specified in Performance Measurements Appendix. In addition, AT&T WISCONSIN shall provide to MCIm a Single Point of Contact (Local Operations Center or LOC) for all provisioning, maintenance, repair, and cut-over coordination. A national toll-free number will be provided twenty-four (24) hours a day, seven (7) days a week.

20.1.5 AT&T WISCONSIN will recognize MCIm as the customer of record of all Network Elements on an Lawful unbundled basis and Combinations ordered by MCIm and will send all notices, invoices and pertinent customer information directly to MCIm.

20.1.6 AT&T WISCONSIN may not initiate any disconnection or rearrangement of any MCIm ordered Lawful Network Element on an unbundled basis or Combination, except as directed by MCIm or as otherwise provided in this Agreement.

20.1.7 AT&T WISCONSIN will provide MCIm with a Firm Order Confirmation (FOC) for each order for all Lawful Network Elements on an unbundled basis. The FOC shall contain an enumeration of MCIm's ordered Lawful unbundled Network Elements, services or combination features, options, physical Interconnection, quantity and a due date for the order. AT&T WISCONSIN must return the FOC for Lawful unbundled Network Elements and combinations within five (5) hours of AT&T WISCONSIN's receipt of any electronically submitted order and within twenty-four (24) hours of AT&T WISCONSIN's receipt of any manually submitted (faxed) order.

20.1.8 AT&T WISCONSIN shall provision Lawful unbundled Network Elements in accordance with the time frames set forth in Performance Measurements Appendix.

20.1.9 AT&T WISCONSIN agrees to negotiate with MCIm prior to the due date a scheduled conversion date and time.

20.1.10 Not less than one (1) hour prior to the scheduled conversion time, either Party may contact the other Party and unilaterally designate a new scheduled conversion time. If the new conversion time is within the conversion window, no charges shall be assessed on or waived by either Party. If, however, the new conversion time is outside of the conversion window, the Party requesting such new conversion time shall be subject to the following:

20.1.10.1 If AT&T WISCONSIN requests the new conversion time, the applicable line connection charge shall be waived; and

20.1.10.2 If MCIm requests the new conversion time, MCIm shall be assessed a line connection charge in addition to the line connection charge that will be incurred for the new conversion time.

20.1.11 The Parties agree that they will negotiate terms and conditions relative to coordinated cutovers (hot cuts) upon completion of state commission collaboratives in which hot cuts procedures are being addressed.

20.1.12 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" telephone exchange service to the connection of an Lawful unbundled Network Element at the MCIm collocation interface point will

be sixty (60) minutes or less. For purposes of this section, Delaying Event means (a) any failure of AT&T WISCONSIN to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of MCIm to perform any of its obligations set forth in this Agreement, or (ii) any delay, act or failure to act by MCIm or its end user customer, agent or subcontractor or (b) any Force Majeure Event. AT&T WISCONSIN shall waive the applicable line connection charge for such element.

20.1.13 Upon work completion, AT&T WISCONSIN will provide MCIm electronically (unless otherwise notified by MCIm) with an order completion per order that states when that order was completed. AT&T WISCONSIN shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.

20.1.14 As soon as identified, AT&T WISCONSIN shall provide notification electronically of MCIm orders that are incomplete or incorrect and therefore cannot be processed.

20.1.15 As soon as identified, AT&T WISCONSIN shall provide notification electronically of any instances when AT&T WISCONSIN's due dates are in jeopardy of not being met by AT&T WISCONSIN on any element or feature contained in any order for Lawful unbundled Network Elements. AT&T WISCONSIN shall indicate its new due date as soon as such date is available.

20.1.16 AT&T WISCONSIN shall provide to MCIm upon request:

20.1.16.1 A list of all services and features technically available from each switch that AT&T WISCONSIN may use to provide Lawful Local Switching, by switch CLLI.

20.1.16.2 A listing of street address detail for the service coverage area of each switch CLLI.

20.1.16.3 When available, all engineering design and layout information for each Lawful unbundled Network Element and Combination; provided that MCIm shall pay AT&T WISCONSIN the costs incurred by AT&T WISCONSIN to provide MCIm with copies of such information.

20.1.16.4 A listing of all technically available functionalities for each Lawful unbundled Network Element or Combination. If MCIm orders a technical publication, MCIm shall pay AT&T WISCONSIN for the technical publications.

20.1.17 Within twenty-four (24) hours of MCIm's request, AT&T WISCONSIN will perform cooperative testing with MCIm (including trouble shooting to isolate any problems) to test Lawful unbundled Network Elements or Combinations purchased by MCIm in order to identify any performance problems.

20.1.18 For orders of Lawful unbundled Network Elements (and LNP with the installation of a Loop) that require coordination among AT&T WISCONSIN, MCIm and MCIm's customer, MCIm shall be responsible for any necessary coordination with its customer.

20.1.19 Access to Lawful unbundled Network Elements is provided under this Agreement over such routes, technologies, and facilities as AT&T WISCONSIN may elect at its own discretion, but also at parity and on a nondiscriminatory basis. AT&T WISCONSIN will provide access to Lawful unbundled Network Elements where technically feasible. Where facilities and equipment are not available AT&T WISCONSIN shall not be required to provide Lawful UNEs. However MCIm may request and to the extent required by law, AT&T WISCONSIN may agree to provide Lawful UNEs, through the Bona Fide Request (BFR) process outlined in Appendix BFR. For purposes of this subsection, facilities and equipment are available if the facilities and equipment can be provided to MCIm as is, or with only routine network modification, without constructing a new loop or installing a new aerial drop or buried cable.

20.1.20 Subject to the terms herein, AT&T WISCONSIN is responsible only for the provisioning, installation, operation and maintenance of the Lawful unbundled Network Elements it provides. AT&T WISCONSIN is not otherwise responsible for the Telecommunications Services, including the design thereof, provided by MCIm through the use of those Lawful unbundled Network Elements, provided that both AT&T WISCONSIN and MCIm meet their obligation under this Appendix UNE and the Agreement. MCIm will be responsible for the product of services it provides its End Users.

20.1.21 Where Lawful unbundled Network Elements provided to MCIm are dedicated to a single end user customer, if such Lawful unbundled Network Elements are for any reason disconnected they shall be made available to AT&T WISCONSIN for future provisioning needs, on the same basis AT&T WISCONSIN holds or reassigns such facilities for its own end user customers, unless such Lawful unbundled Network Element is disconnected in error. MCIm agrees to relinquish control of any such Lawful unbundled Network Element concurrent with the disconnection of MCIm's end user customer service.

20.1.22 MCIm shall make available at mutually agreeable times the Lawful unbundled Network Elements provided pursuant to this Appendix in order to permit AT&T WISCONSIN to test and make adjustments appropriate for maintaining the Lawful unbundled Network Elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments. But in no case will AT&T WISCONSIN perform scheduled maintenance on any MCIm Lawful unbundled Network Element prior to providing reasonable notice to MCIm in advance of performing such maintenance. AT&T WISCONSIN shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCIm promptly of any emergency maintenance actions it takes effecting MCIm.

20.1.23 MCIm shall connect equipment and facilities that are compatible with AT&T WISCONSIN's Lawful unbundled Network Elements and shall use Lawful unbundled Network Elements in accordance with all applicable regulatory standards and the requirements of this Agreement. MCIm's use of any AT&T WISCONSIN Lawful unbundled Network Element, or of its own equipment or facilities in conjunction with any AT&T WISCONSIN Lawful unbundled 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 MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the Lawful unbundled Network Element(s) causing the violation.

20.1.24 When an existing end user customer served by AT&T WISCONSIN or another CLEC changes service to MCIm using any AT&T WISCONSIN provided unbundled Network Element(s), MCIm shall issue appropriate service requests to connect new service to MCIm's end user customer. MCIm's service requests will be processed by AT&T WISCONSIN, and MCIm will be charged the existing unbundled Network Element service order charge(s) as set forth in the Pricing Appendix.

20.1.24.1 When end user customers already being provided service by AT&T WISCONSIN migrate to MCIm, services will not be modified unless requested by MCIm and any service interruptions will not be discernable to the End User.

20.1.24.2 For "As is migrations" see Appendix OSS section 4.5.

20.2 If trouble occurs with Lawful unbundled Network Elements provided by AT&T WISCONSIN, MCIm will first determine whether the trouble is in MCIm's own equipment and/or facilities or those of the end user customer. If MCIm determines the trouble is in AT&T WISCONSIN's equipment and/or facilities, MCIm will issue a trouble report to AT&T WISCONSIN.

20.2.1 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a suspected failure of a Lawful unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party'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 Appendix Pricing. AT&T WISCONSIN shall apply Time and Material charges for Premises Visits at parity with what AT&T WISCONSIN charges its retail end users customers.

20.3 Intentionally Omitted.

20.4 MCIm 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. Anything to the contrary in this Agreement notwithstanding, AT&T WISCONSIN shall not proceed with any repairs pursuant to this section without the consent of MCIm's end user customer, which consent shall be obtained in accordance with the requirements of this Agreement, including providing MCIm with documentation of the end user customer's request.

20.5 MCIm 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.

20.6 If MCIm issues a trouble report allowing AT&T WISCONSIN access to the end user customer's premises and AT&T WISCONSIN personnel are dispatched but denied access to the premises, provided AT&T WISCONSIN makes a reasonable effort to enter 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.

20.7 If MCIm requests or approves a AT&T WISCONSIN technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCIm will pay Time and Material Charges for any additional work to perform such services only in circumstances in which AT&T WISCONSIN would have charged its own customer such charges for work performed outside of normal scheduled working hours.

20.8 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 performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work-related efforts performed other than on a normally scheduled workday.

21. NON-IMPAIRED WIRE CENTER CRITERIA AND RELATED PROCESSED

21.1 AT&T WISCONSIN has designated and posted to MCIm Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.2 and 0.3 have been met. AT&T WISCONSIN's designations shall be treated as controlling (even if MCIm believes the list is inaccurate) for purposes of transition and ordering unless MCIm provides a self-certification as outlined below. Until MCIm provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, MCIm 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 affected High-Capacity Loops and/or

Transport in accordance with the applicable transition period. If MCIm does not provide a self-certification, MCIm will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T WISCONSIN's wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and MCIm will transition any affected Dark Fiber Transport arrangements affected by AT&T WISCONSIN's wire center designations as March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T WISCONSIN will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 21 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 21.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1, 0.2 or 0.3, 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, MCIm shall perform a reasonably diligent inquiry to determine that, to the best of MCIm's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1, 0.2 or 0.3 of this Amendment. If, based on its reasonably diligent inquiry, the MCIm disputes the AT&T WISCONSIN wire center non-impairment designation, the MCIm will provide a self-certification to AT&T WISCONSIN identifying the wire center(s) that it is self-certifying for. In performing its inquiry, MCIm 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. MCIm can send a letter to AT&T WISCONSIN claiming Self Certification or MCIm may elect to self-certify using a written or electronic notification sent to AT&T WISCONSIN. In the event that the MCIm 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, MCIm 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 the MCIm 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 MCIm makes such a self-certification, and MCIm is otherwise entitled to the ordered element under the Agreement, AT&T WISCONSIN shall provision the requested facilities in accordance with MCIm's order and within AT&T WISCONSIN's standard ordering interval applicable to such facilities. If AT&T WISCONSIN in error rejects MCIm orders, where MCIm has provided self certification in accordance with this Section 21, AT&T WISCONSIN will modify its systems to accept such orders within 5 business hours of MCIm notification to its account manager. MCIm 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.

21.1.1 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 was not designated by AT&T WISCONSIN as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, AT&T WISCONSIN may add the wire center to its list of designated wire centers and the Parties will use the following process:

21.1.1.1 AT&T WISCONSIN may update the wire center list as changes occur.

21.1.1.2 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 MCIm via Accessible Letter and by a posting on CLEC Online.

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

21.1.1.4 In the event MCIm disagrees with AT&T WISCONSIN's determination and desires not to have the applicable established DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 21.1.1.5 below, MCIm has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T WISCONSIN.

21.1.1.5 If MCIm does not use the self-certification process described in Section 21 to self-certify against AT&T WISCONSIN's wire center designation within 60 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 180 days from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. MCIm 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.

21.1.1.6 If the MCIm does provide self-certification to dispute AT&T WISCONSIN's designation determination, AT&T WISCONSIN may dispute MCIm's self-certification as described in Sections 21.1.3 and 21.1.4 and AT&T WISCONSIN will accept and provision the applicable loop and transport orders for the MCIm providing the self certification during a dispute resolution process.

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

21.1.2 If the Commission has previously determined, in any proceeding, even if MCIm was not a party to that proceeding where appropriate notice has been provided to the MCIm and where MCIm has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then MCIm 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 MCIm files a self-certification, withdraws that self-certification and later wishes to refile a self certification, it is not foreclosed if it is purchasing no services in the Wire Center or over the transport route in question. If MCI is purchasing services which would be affected, MCIm shall be permitted one such refiling of the self-certification per Wire Center.

21.1.3 AT&T WISCONSIN may dispute the self-certification and associated MCIm orders for facilities pursuant to the following procedures: AT&T WISCONSIN shall notify the MCIm of its intent to dispute the MCIm's self-certification within 30 days of the MCIm'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 MCIm's self-certification or within 60 days of the effective date of this Attachment, whichever is later. AT&T WISCONSIN shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, AT&T WISCONSIN may file that information under seal. AT&T WISCONSIN shall offer to enter into a protective

agreement under which AT&T WISCONSIN would provide such confidential information to MCIm. AT&T WISCONSIN shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T WISCONSIN will notify CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number. 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 Wisconsin Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Wisconsin 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., 60 calendar days after the self certification or within 60 days of the Effective Date, whichever is later, to any CLEC'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 CLECs via Accessible Letter 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 MCIm 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 21.1.1. During the pendency of any dispute resolution proceeding, AT&T WISCONSIN shall continue to provide the High-Capacity Loop or Transport facility in question to MCim at the rates in the Pricing Appendix to the Agreement. If the MCIm withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that MCIm 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 MCIm for the affected loop or transport shall be subject to true-up as follows:

21.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the applicable transition period is within the initial TRRO transition period, ,MCIm will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate MCIm paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the later of March 11, 2005, or, for wire centers designated by AT&T WISCONSIN after March 11, 2005, thirty days after AT&T WISCONSIN's notice of non-impairment. The transitional rate will continue to apply until the facility has been transitioned or through the end of the applicable transition period, whichever is earlier. For all other affected loop/transport elements, MCIm 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 FCC transitional rate described above.

21.1.4 In the event of a dispute following MCIm's Self-Certification, upon request by the Commission or MCIm, 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.

21.2 Intentionally Omitted.

21.3 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 MCIm'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 (i.e. if conversion is to an access product, they will be charged 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.

21.4 AT&T WISCONSIN will process MCIm's 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 the MCIm; however, MCIm 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.

21.5 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.

21.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless MCIm has submitted a disconnect/discontinuance LSR or ASR, as applicable, and if MCIm and AT&T WISCONSIN have failed to reach agreement 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.

22. ENHANCED EXTENDED LOOPS (EELS)

22.1 Definitions

22.1.1 "Enhanced Extended Link" or "EEL" means an Lawful unbundled Network Element combination consisting of an Lawful unbundled UNE Local Loop(s) and Lawful unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those Lawful unbundled Network Elements (including, for example, multiplexing capabilities). An EEL is required to terminate in a collocation arrangement that meets the requirements of Section 22.3.1.2.8 of this Appendix (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE Local Loop must be accessed by MCIm at such a collocation arrangement via a cross connect).

22.1.2 Intentionally Omitted.

22.1.3 A High-Cap EEL is either: (a) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or (b) 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.

22.2 General Requirements

22.2.1 AT&T WISCONSIN shall provide access to Lawful UNEs and combinations of Lawful UNEs without regard to whether MCIm seeks access to the Lawful UNEs to establish a new circuit or to convert an existing circuit from a service to Lawful UNEs though the rates, terms and conditions on which the UNE or UNE combination is provided may vary depending on whether it is for the establishment of a new circuit or for conversion of an existing circuit.. AT&T WISCONSIN shall provide EELs to MCIm as set forth in this Section.

22.2.2 Apart from the service eligibility criteria for High-Capacity EELs as set forth herein, AT&T WISCONSIN shall not impose conditions or limitations upon obtaining access to EELs or other Combinations, such as requiring MCIm to purchase special access and then convert such facilities to UNEs.

22.3 Eligibility

22.3.1 AT&T WISCONSIN is not obligated, and shall not, provide access to (1) a Lawful unbundled DS1 loop in combination, or Commingled, with a Lawful UNE dedicated DS1 transport facility or service or a Lawful UNE dedicated DS3 (or higher) transport facility or service, or a (2) a Lawful UNE dedicated DS1 transport facility or service in combination, or Commingled, with a Lawful UNE DS1 loop or a Lawful UNE DS1 channel termination service, or a Lawful UNE dedicated DS3 (or higher) transport facility or service in combination, or Commingled, with a Lawful UNE DS1 loop or a DS1 channel termination service, or a Lawful UNE DS3 loop or a Lawful UNE DS3 (or higher) channel termination service (collectively, the "combined circuit"), unless MCIm certifies that all of the following conditions are met with respect to the arrangement being sought:

22.3.1.1 MCIm (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. AT&T WISCONSIN hereby acknowledges that MCIm has received state certification sufficient to satisfy these criteria.

22.3.1.2 The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS3 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

22.3.1.2.1 each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T WISCONSIN local service area and within the LATA where the circuit is located ("Local Telephone Number") prior to the provision of service over that circuit; and

22.3.1.2.2 each DS1-equivalent circuit on a DS3 EEL or any other combined circuit must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and

22.3.1.2.3 each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and

22.3.1.2.4 each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of section 22.3.1.2.8; and

22.3.1.2.5 each circuit to be provided to each customer will be served by an interconnection trunk that meets the requirements of section 22.3.1.2.9; and

22.3.1.2.6 for each 24 DS1 EELs or other facilities having equivalent capacity, MCIm will have at least one active DS1 local service interconnection trunk that meets the requirements of section 22.3.1.2.9; and

22.3.1.2.7 each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

22.3.1.2.8 A collocation arrangement meets the requirements of this section if it is:

22.3.1.2.8.1 established pursuant to section 251(c)(6) of the Act and located at an AT&T WISCONSIN premises within the same LATA as MCIm's end user customer's premises, when AT&T WISCONSIN is not the collocator; or

22.3.1.2.8.2 located at a third party's premises within the same LATA as MCIm's End User premises, when AT&T WISCONSIN is the collocator.

22.3.1.2.9 An interconnection trunk meets the requirements of this section if MCIm 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.

22.3.1.2.10 Intentionally Omitted.

22.3.1.2.11 Other than the service eligibility criteria set forth in this Section, AT&T WISCONSIN shall not impose limitation, restrictions, or requirements on requests for the use of UNEs and shall not require terms and conditions, including without limitation pre-audits and requirements to purchase special access and then convert to EELs, on MCIm's purchase of High-Capacity EELs.

22.3.1.2.12 MCIm Certification. MCIm's order for new or converted High-Capacity EELs constitutes self certification. MCIm shall self-certify to AT&T WISCONSIN (via email or letter) the criteria of this section with respect to such EEL circuits are satisfied. Provided that AT&T WISCONSIN has received such self certification from MCIm, AT&T WISCONSIN shall not deny MCIm access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, MCIm shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.

22.4 Commingling EELs

22.4.1 The terms and condition for the Commingling of EELs are set forth in Section 7 of this Appendix UNE.

22.5 Audits

22.5.1 In addition to any other audit rights provided for hereunder and those allowed by law, AT&T WISCONSIN may obtain and pay for an independent auditor to audit MCIm, on an annual basis, applied on a State-by-State basis, for compliance with this Section. 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 22.5.5.

22.5.2 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 regarding MCIm's compliance with the qualifying services and the mandatory service eligibility criteria.

22.5.3 The independent auditor's report will conclude whether MCIm complied in all material respects with this Section 2.15.

22.5.4 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.

22.5.5 To the extent the independent auditor's report concludes that MCIm failed to comply with this Section 22, MCIm must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a Lawful UNE/Lawful UNE combination, in whole or in part (notwithstanding any other provision hereof), MCIm must convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T WISCONSIN may initiate and affect such a conversion on its own without any further consent by MCIm) and MCIm shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T WISCONSIN.

22.5.5.1 Intentionally Omitted.

22.5.5.2 Intentionally Omitted.

22.6 Intentionally Omitted.

22.7 Provisioning for EELs

22.7.1 With respect to an EEL, MCIm will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments MCIm provides to AT&T WISCONSIN from MCIm's collocation arrangement.

22.7.2 AT&T WISCONSIN will perform all maintenance functions on EELs during a mutually agreeable timeframe 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.

22.7.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1 unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by MCIm if available and if MCIm meets all services eligibility requirements set forth in this Agreement including collocating at at least one AT&T WISCONSIN central office that is in the same LATA as the end user customer premises served by the EEL. Additional service eligibility requirements for high capacity EELs that must be met can be found in this Appendix UNE. Low capacity EELs (DS0 unbundled loop combined with a DS1 UDT) are not required to meet the service eligibility requirements and will be provided to MCIm upon request where available.

APPENDIX XDSL

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APPENDIX XDSL

1. INTRODUCTION

1.1 This Appendix xDSL sets forth the terms and conditions that AT&T WISCONSIN will offer xDSL Loops and xDSL Subloops to MCIm in accordance with the FCC's Triennial Review Order and effective implementing rules, for MCIm to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its end user customers. The associated rates are set forth in Appendix Pricing of this Agreement.

1.2 Nothing in this Appendix xDSL shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Appendix xDSL also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

1.3 The recognized standards shall include but not be limited to American National Standards Institute (ANSI) standards and those developed within the International Telecommunications Union (ITU).

1.4 AT&T WISCONSIN shall provide MCIm with the UNEs and reporting associated with UNEs, described in this Appendix xDSL in compliance with the performance standards set forth in Appendix Performance Measures of this Agreement and those set forth in CC Docket No. 96-98, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking,* FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (Plan of Record or POR), the Uniform and Enhanced OSS POR (OSS POR) and any specific state commission or FCC rule, order, or mandated industry standard proceeding.

2. DEFINITIONS

2.1 "Actual Loop Length" for purposes of this Appendix refers to the total physical length of a copper loop as between the AT&T WISCONSIN Main Distribution Frame (MDF) and the terminal location serving the end-user customer, reported at parity with AT&T's advanced services affiliate and other CLECs. Any additional length attributed to central office wiring, drop wiring, bridge tap, and inside wiring ("wiring") at the end-user customer's, location is not included in the calculation of Actual Loop Length.

2.2 "Conditioning" as used herein shall refer to the removal by AT&T WISCONSIN of load coils, Excessive Bridged Tap, and/or repeaters on an xDSL Loop or Subloop.

2.3 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or its equivalent, which may include the Intermediate Distribution Frame (IDF).

2.4 "Excessive Bridged Tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

2.5 Intentionally Omitted.

2.6 "Non-standard xDSL-based Technology" is a loop technology that is not Presumed Acceptable for Deployment. Deployment of Non-standard xDSL-based Technologies are allowed as provided in this Appendix xDSL.

2.7 "Plan of Record" as used herein refers to AT&T WISCONSIN's December 7, 1999 filing with the FCC, including any subsequent modifications or additions.

2.8 "Presumed Acceptable for Deployment" as used herein means an xDSL technology that complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state

commission, or an industry standard body. Loop technologies Presumed Acceptable for Deployment include, but are not limited to those referenced in Exhibit A.

2.9 "Proof of Continuity" performed during Acceptance Testing shall be determined by performing a physical fault test, from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. The loop will be tested to meet basic metallic loop parameters, pair balance, and electrical characteristics such as electrical conductivity and capacitive and resistive balance. This test will be referred to as "Proof of Continuity" or "Continuity Test."

2.10 "xDSL Loop" means a Local Loop transmission facility between a distribution frame (or its equivalent) in AT&T WISCONSIN's Central Office and the loop demarcation point at an end user customer premise. "xDSL Loop" includes two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the copper loops are in service or held as spares. The 'x' in xDSL is a placeholder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-bit rate Digital Subscriber Line), HDSL2 (high bit rate digital subscriber line 2-wire), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), RADSL (Rate-Adaptive Digital Subscriber Line), MVL (multiple virtual lines), and G.Lite.

2.11 "xDSL Subloop" is defined as any distribution portion of a copper xDSL Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T WISCONSIN's outside plant and the demarcation point at an end user customer's premises, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. A technically feasible point of access for purposes of an xDSL subloop is a point in the distribution portion of an xDSL Loop where an AT&T WISCONSIN technician can access the copper at a terminal in AT&T WISCONSIN's outside plant.

3. GENERAL TERMS AND CONDITIONS RELATING TO XDSL LOOPS

3.1 AT&T WISCONSIN agrees to provide xDSL Loops and Subloops for MCIm to deploy xDSL technologies Presumed Acceptable for Deployment or Non-standard xDSL Technology as defined in this Appendix xDSL. AT&T WISCONSIN will provision xDSL Loops and Subloops on a non-discriminatory basis and at a level at least equal in performance and quality with what it provides to itself, or to any of its affiliates in WISCONSIN providing advanced services. AT&T WISCONSIN will not impose limitations on the transmission speeds of xDSL services; provided, however, AT&T WISCONSIN does not guarantee transmission speeds, available bandwidth nor imply any service level.

3.2 MCIm's use of any AT&T WISCONSIN network element, 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, or any of its affiliates in WISCONSIN providing advanced services or connecting carriers involved in AT&T WISCONSIN services, cause damage to AT&T WISCONSIN's plant, impair the privacy of any communications carried over AT&T WISCONSIN's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, AT&T WISCONSIN may discontinue or refuse service if MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the element(s) causing the violation. AT&T WISCONSIN will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCIm demonstrates that its use of the network element is not the cause of the network harm. If AT&T WISCONSIN does not believe MCIm has made the sufficient showing of harm, or if MCIm contests the basis for the disconnection, either Party must first submit the matter to dispute resolution as described in the General Terms and Conditions of this Agreement. Any claims of network harm by AT&T WISCONSIN must be supported with specific and verifiable supporting information.

3.3 AT&T WISCONSIN shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, AT&T WISCONSIN will publish non-binding Technical Publications to communicate current standards and their application where required by Applicable Law.

3.4 Intentionally Omitted

3.5 The provision of xDSL services is subject to a variety of technical constraints, including loop length and the current design of the loop, which must be free of Excessive Bridged Taps, and loading coils. In addition, clear spectral compatibility standards and spectrum management rules and practices are necessary to ensure the quality, integrity, and reliability of AT&T WISCONSIN's network and its existing services.

3.6 To ensure spectral compatibility, industry standards bodies such as American National Standards Institute (ANSI) have developed or are in the process of developing Power Spectrum Density (PSD) mask standards to enable multiple technologies to coexist within binder groups. The Parties shall abide by the FCC and/or T1E1.4 spectral management rules and guidelines pertinent for the designated PSD mask type at all times.

4. XDSL LOOP OFFERINGS

4.1 xDSL Loops should be provisioned to meet basic electrical standards such as metallic conductivity and capacitive and resistance balance. Use of shielded cross connect cable for ADSL will be at the option of MCIm.

4.2 For each xDSL Loop described below, MCIm will at the time of ordering, notify AT&T WISCONSIN as to the Power Spectrum Density (PSD) mask of the technology that MCIm will deploy. If and when a change in PSD mask is made, MCIm will immediately notify AT&T WISCONSIN. Likewise, AT&T WISCONSIN will disclose to MCIm, upon request, information with respect to the number of xDSL Loops using advanced service technology within the binder and the type of technology employed on those loops. AT&T WISCONSIN will use the PSD provided by MCIm for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, MCIm shall provide AT&T WISCONSIN with a technical description of the technology including power masks for inventory purposes.

4.3 2-Wire xDSL Loop: A 2-wire xDSL Loop for purposes of this Appendix shall be defined as a copper loop over which MCIm may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or Excessive Bridged Tap. However, Conditioning on loops that are 12,000 feet in Actual Length or greater is optional, subject to Conditioning charges, and will be performed by AT&T WISCONSIN at MCIm's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.4 A 2-Wire Digital Loop for purposes of this section is 160Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the Appendix Pricing.

4.5 4-Wire xDSL Loop: A 4-wire xDSL Loop for purposes of this Appendix shall be defined as a copper loop over which MCIm may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or Excessive Bridged Tap. However, Conditioning on loops that are 12,000 feet in Actual Loop Length or greater is optional, subject to Conditioning charges, and will be performed by AT&T WISCONSIN at MCIm's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 4-Wire xDSL Loop.

4.6 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire Digital loop transmission facility which supports IDSL-based services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Attachment UNE to this Agreement. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. AT&T WISCONSIN has advised MCIm, through the Accessible Letter or alternate process, which AT&T WISCONSIN central offices are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop. MCIm may order 2-Wire Digital ISDN Loops if available elsewhere in this Agreement.

4.7 xDSL Subloop: An xDSL Subloop for purposes of this Appendix is the distribution portion of an xDSL Loop, that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T WISCONSIN outside plant and the demarcation point at an end user customer premises, as more specifically defined above, over which MCIm may provision DSL technologies. An xDSL Subloop will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coil(s), mid-span repeater(s) or Excessive Bridged Tap(s). However, Conditioning on an existing xDSL Subloop is optional and will be performed by AT&T WISCONSIN at MCIm's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this xDSL Subloop.

4.7.1 The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Appendix UNE and Appendix Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Appendix as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g., the Appendix UNE), shall control.

5. LOOP TECHNOLOGY PRESUMED ACCEPTABLE FOR DEPLOYMENT

AT&T WISCONSIN shall not deny MCIm's request to deploy any DSL technology that is Presumed Acceptable for Deployment by MCIm, unless it has been demonstrated by AT&T WISCONSIN to the Commission in accordance with FCC orders that MCIm's deployment of the specific DSL technology will significantly degrade the performance of other advanced services or traditional voice band services. For the purpose of this section, "significantly degrade" means to noticeably impair a service form a user's perspective as caused by technology. In the event that MCIm wishes to introduce a new technology that does not conform to existing industry standards, and has not been approved by an industry standards body, the FCC, or a state commission, MCIm shall provide documentation that demonstrates that its proposed deployment meets the threshold for presumption of acceptability. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that MCIm wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, MCIm will provide documentation describing that action to AT&T WISCONSIN and the Commission before or at the time of its request to deploy such technology within AT&T WISCONSIN. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that AT&T WISCONSIN rejects a request by MCIm for provisioning of advanced services, AT&T WISCONSIN will disclose to MCIm information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within three to five (3-5) days of the denial.

5.1 If an xDSL Loop technology is successfully deployed without significant degradation for twelve (12) months, or industry standards for the technology are established, whichever occurs first, the Parties will consider the technology to be Presumed Acceptable for Deployment and treated accordingly. If there is

dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.

5.1.1 Intentionally Omitted.

5.1.2 If MCIm can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services, AT&T WISCONSIN will not deny MCIm's right to deploy new loop technologies that do not conform to the industry standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state Commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services).

5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, AT&T WISCONSIN will provide a loop to support the new technology for MCIm as follows:

5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL Loop that meets the engineering design criteria of a 2-Wire or 4-Wire xDSL Loop already provisioned by AT&T WISCONSIN, then AT&T WISCONSIN will provide MCIm an xDSL Loop capable of supporting the new xDSL technology at the same rates listed for the appropriate 2-Wire and 4-Wire xDSL Loops and associated Loop Conditioning as needed.

5.2.2 In the event that an xDSL technology requires a loop type that differs from the engineering design criteria of a 2-Wire or 4-Wire xDSL Loop already provisioned by AT&T WISCONSIN, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology and infrastructure. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process.

5.3 If a Party claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then that Party must notify the other Party and allow the other Party a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that a Party demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the other Party shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

6. PROVISIONING

6.1 AT&T WISCONSIN will not guarantee that the xDSL loop(s) ordered will perform as desired by MCIm for xDSL-based services, but will guarantee, at the time of installation, basic metallic loop parameters, including continuity and pair balance. MCIm requested testing by AT&T WISCONSIN beyond these parameters would be billed on a time and materials basis at the rates referenced in FCC Tariff No. 2, Section 13.3.4 (c)(1)(a). For loops under 12,000 feet in Actual Loop Length, AT&T WISCONSIN will remove load coils, repeaters, and/or Excessive Bridged Taps at no charge to MCIm. Provisioning shall include Conditioning for xDSL loops less than 12,000 feet in Actual Loop Length and any Conditioning requested by MCIm for loops 12,000 feet in Actual Loop Length or greater.

6.2 AT&T WISCONSIN shall provide Acceptance and Cooperative Testing as outlined in Section 9 of this Appendix xDSL.

6.3 MCIm shall designate, at MCIm's sole option, what Conditioning AT&T WISCONSIN is to perform in provisioning the xDSL loop(s) and subloop(s) on the loop order. Conditioning may be ordered on loop(s) and subloop(s) of any length at the Conditioning rates set forth in the Appendix Pricing. The loop and subloop will be provisioned to meet the basic metallic and electrical characteristics such as

electrical conductivity and capacitate and resistive balance. The provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

6.4 The provisioning and installation interval for xDSL-capable loops where no Conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL Loop) on orders for 1-20 loops per order or per end user customer location, will be three to five (3-5) business days, or the provisioning and installation interval applicable to AT&T WISCONSIN's tariffed xDSL-based services, or any of its affiliates in WISCONSIN providing advanced services, whichever is shorter.

6.5 The provisioning and installation intervals for xDSL Loops, where Conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to (i) AT&T WISCONSIN's tariffed xDSL-based services or; (ii) any of its affiliates in WISCONSIN providing advanced services xDSL-based services where Conditioning is required, whichever is shorter. In the event MCIm's end user customer require Conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply at the rates referenced in FCC Tariff No. 2, Section 13.3.4 (c)(1)(a).

6.6 Orders for more than 20 xDSL Loops per order or per end user customer location, where no Conditioning is requested will have a provisioning and installation interval of ten (10) business days, or as agreed upon by the Parties. In the event MCIm's end user customer require Conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply at the rates referenced in Section 9.4.2 below.

6.7 Orders for more than 20 xDSL Loops per order which require Conditioning will have a provisioning and installation interval agreed by the Parties in each instance.

6.8 Subsequent to the initial order for an xDSL Loop or xDSL Subloop, additional Conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify Conditioning are received for a pending xDSL Loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for Conditioning pursuant to this subsection will be the same as set forth above.

6.9 MCIm, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL Loop when used to provision ADSL over a DSL Loop provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

7. MAINTENANCE

7.1 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops that are 12,000 feet in Actual Loop Length or greater will only be provided on a time and material basis at the rates referenced in FCC Tariff No. 2, Section 13.3.4 (c)(1)(a). On xDSL Loops where MCIm has requested that no Conditioning be performed, AT&T WISCONSIN's maintenance will be limited to verifying loop suitability based on POTS design criteria. For xDSL Loops having had partial or extensive Conditioning performed at MCIm's request, AT&T WISCONSIN will verify continuity, the completion of all requested Conditioning, and will repair at no charge to MCIm any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For xDSL Loops under 12,000 feet in Actual Loop Length, AT&T WISCONSIN will remove load coils, repeaters, and Excessive Bridged Taps at no charge to MCIm.

7.2 AT&T WISCONSIN shall provide, on a nondiscriminatory basis, physical loop test access points to MCIm through a cross-connection to MCIm's collocation space, for the purpose of testing, maintaining, and repairing copper xDSL Loops and copper xDSL Subloops.

7.3 AT&T WISCONSIN and MCIm agree to coordinate in good faith any testing, repair and maintenance that will significantly impact service provided by the other Party. MCIm may request cooperative testing. If trouble occurs with unbundled Network Elements provided by AT&T WISCONSIN, MCIm will first determine whether the trouble is in MCIm's own equipment and/or facilities or those of the end user customer. If MCIm determines the trouble is in AT&T WISCONSIN's equipment and/or facilities, MCIm wiil issue a trouble ticket to AT&T WISCONSIN.

7.4 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a failure of a unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party'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 referenced in FCC Tariff No. 2, Section 13.3.4 (c)(1)(a).

7.5 Intentionally Omitted.

7.6 Repair Intervals: AT&T WISCONSIN will provide resolution of MCIm-referred trouble tickets for xDSL Loops at parity with the interval AT&T WISCONSIN provides itself, other CLECs or any of its affiliates in WISCONSIN providing advanced services, and pursuant to the terms and conditions set forth below.

7.7 Line and Station Transfer or "LST": For an xDSL Loop currently in service where trouble ticket resolution has identified that excessive bridged tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T WISCONSIN to resolve a MCIm-initiated xDSL Loop trouble ticket or a trouble identified by AT&T WISCONSIN, AT&T WISCONSIN, at its sole option, may perform an LST to resolve and close out the identified trouble. In the event that a request for Conditioning is received from the MCIm on an xDSL Loop currently in service and AT&T WISCONSIN determines that an LST can be performed, AT&T WISCONSIN will contact MCIm to inform that a LST will be performed in lieu of MCIm's requested Conditioning. In such cases that AT&T WISCONSIN elects to perform an LST to resolve the identified trouble, MCIm will be billed and shall pay for such LST at the rates set forth in Appendix Pricing. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T WISCONSIN network-related problem, then MCIm will not be charged the LST rate or for AT&T WISCONSIN' resolution of the trouble. If, however, the trouble is found to be a customer premises equipment ("CPE") or MCIm network or data equipment, or otherwise is found not to be an AT&T WISCONSIN network-related problem, then MCIm shall pay Maintenance of Service charges at the rates set forth in Appendix Pricing, in addition to the LST charge in the Appendix Pricing.

8. SPECTRUM MANAGEMENT

8.1 AT&T WISCONSIN agrees that MCIm's order for xDSL-capable Loops will not be delayed by any lack of availability of a specific binder group or "spectrum exhaust." If AT&T WISCONSIN initiates a reconfiguration of loops into a different binder group, it shall do so in a competitively neutral manner consistent with all relevant industry standards and at no cost to MCIm.

8.2 AT&T WISCONSIN agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. AT&T WISCONSIN will use commercially reasonable efforts to assign loops so as to minimize interference between and among advanced services, including xDSL-based services, and other services. AT&T WISCONSIN will not use Selective Feeder Separation (SFS). AT&T WISCONSIN has opened binder groups to all xDSL services and all xDSL providers, and will not deny any loops on the basis of binder group management designations or business rules, or limit the deployment of xDSL services to certain pair ranges (with the exception of binder groups containing AMI T1 services). AT&T WISCONSIN may not segregate xDSL technologies into designated binder groups without specific Commission or FCC review and approval, or approved industry standard. AT&T WISCONSIN shall not deny MCIm a loop based upon spectrum management

issues in the absence of review and approval from the Commission(s). In all cases, AT&T WISCONSIN will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by MCIm or by AT&T WISCONSIN as well as competitively neutral as between different xDSL services. Where disputes arise, AT&T WISCONSIN and MCIm will put forth a good faith effort to resolve such disputes in a timely manner. As a part of spectrum management, AT&T WISCONSIN will maintain an inventory with respect to the number of loops using advanced services technology within a binder group and the type of technology deployed on those loops, using the PSD mask information provided by MCIm to AT&T WISCONSIN. Upon request from MCIm, AT&T WISCONSIN will disclose within 3-5 business days spectrum management information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved Parties may examine the deployment of services within the affected loop plant. If there is any dispute between the Parties with respect to this Section, AT&T WISCONSIN will not deny the loop(s), but will continue to provision the loop(s) until the dispute is resolved in accordance with the dispute resolution procedures set forth in this Agreement.

8.3 In the event that a loop technology without industry standards for spectrum management is deployed, AT&T WISCONSIN, MCIm and the specific state commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services based on the FCC, T1E1.4, and ITU spectral management rules and guidelines. These standards are to be used until such time as industry standards exist. When MCIm offers xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the specific state commission, or by the specific state commission in the absence of industry agreement, it may order local loops based on agreed-to performance characteristics. AT&T WISCONSIN will assign the local loop consistent with the agreed-to spectrum management standards.

8.3.1 In the event that a relevant Commission, the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, AT&T WISCONSIN and MCIm shall comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies and shall negotiate any conforming modifications which may be needed to this Appendix.

8.3.2 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the applicable Commission(s) or FCC, then AT&T WISCONSIN and/or MCIm, must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

9. ACCEPTANCE TESTING

9.1 Intentionally Omitted

9.2 Should MCIm desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

9.2.1 If the LSR was placed without a request for Acceptance Testing, and MCIm should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

9.3 Acceptance Testing Procedure:

9.3.1 Upon delivery of a loop to/for MCIm, AT&T WISCONSIN's field technician will call the LOC and the LOC tester will call a toll free number provided by MCIm so MCIm can initiate performance of a series of Acceptance Tests.

9.3.1.1 For IDSL or 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the AT&T WISCONSIN field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

9.3.1.2 For IDSL or 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the AT&T WISCONSIN field technician will not perform a short or open circuit due to technical limitations.

9.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCIm will provide AT&T WISCONSIN with a confirmation number and AT&T WISCONSIN will complete the order. MCIm will be billed and shall pay for the Acceptance Test at the applicable rates as referenced in section 9.4.2 below.

9.3.2.1 AT&T WISCONSIN will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T WISCONSIN may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Acceptance Test had been completed and the loop accepted, referenced in section 9.4.2 below.

9.3.3 If the Acceptance Test fails loop Continuity test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with MCIm on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCIm representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AT&T WISCONSIN will re-contact the MCIm representative to repeat the Acceptance Test. When the aforementioned test parameters are met, MCIm will provide AT&T WISCONSIN with a confirmation number and AT&T WISCONSIN will complete the order. If MCIm xDSL service does not function as desired, yet test parameters are met, AT&T WISCONSIN will still close the order. AT&T WISCONSIN will not complete an order that fails Acceptance Testing.

9.3.4 Until such time as MCIm and AT&T WISCONSIN agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, MCIm agrees to accept IDSL or 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, AT&T WISCONSIN agrees that should MCIm open a trouble ticket and an AT&T WISCONSIN network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an AT&T WISCONSIN fault), AT&T WISCONSIN, upon MCIm request, will adjust MCIm's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

9.3.5 Intentionally Omitted.

9.3.6 If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from AT&T WISCONSIN error as determined through standard testing procedures, MCIm will be credited for the cost of the Acceptance Test. Additionally, MCIm may request AT&T WISCONSIN to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge.

9.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

9.4 Acceptance Testing Billing

9.4.1 MCIm will be billed for Acceptance Testing of this Appendix for xDSL Loops that are installed correctly by the committed interval without the benefit of corrective action due to Acceptance Testing.

9.4.2 MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the AT&T WISCONSIN technician time involved, pursuant to the applicable, regional FCC tariffed rates set forth in Sections 13.3.4 (c)(1)(a) of FCC No. 2; provided, however, the tariffed rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by MCIm, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

10. COOPERATIVE TESTING

10.1 Intentionally Omitted.

10.2 Should MCIm desire Cooperative Testing it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.

10.3 If the trouble ticket was opened without a request for Cooperative Testing, and MCIm should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

10.4 Cooperative Testing Procedure

10.4.1 The AT&T WISCONSIN field technician will call the LOC and the LOC will contact MCIm for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

10.4.2 If the loop passes the “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill and MCI will pay for the cooperative testing as referenced in section 9.4.2 above.

10.4.3 If the Cooperative testing fails “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with MCIm on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCIm representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact MCIm for another cooperative testing.

10.4.4 AT&T WISCONSIN will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes. AT&T WISCONSIN may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Cooperative Test had been completed and the loop accepted, as referenced in section 9.4.2.

11. RATES

11.1 See Appendix Pricing. Conditioning for xDSL loops less than 12,000 feet in Actual Loop Length are at no charge.

12. INTENTIONALLY OMITTED

13. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

13.1 General: AT&T WISCONSIN will provide MCIm with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in its Plan of Record. Loop makeup data will be provided as set forth below. MCIm will be given nondiscriminatory access to the same loop makeup information that AT&T WISCONSIN is providing any other CLEC and/or AT&T WISCONSIN's retail operations or its advanced services affiliate in WISCONSIN.

13.2 Intentionally Omitted.

13.3 Loop Qualification: Subject to Section 13.1 above, AT&T WISCONSIN's uniform GUI (e.g., Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based or other advanced services) and application to application OSS interfaces allow MCIm, as well as AT&T WISCONSIN's retail operations or its advanced services affiliate(s), to have near real time electronic access to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by two separate pricing elements: mechanized and manual. AT&T WISCONSIN shall also provide MCIm with access to electronic loop qualification information during the preorder process, at no charge. However, if MCIm submits a service order the appropriate loop qualification charges set forth in the Appendix Pricing shall apply.

13.4 Mechanized Loop Qualification: Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described above will return information in all fields described in AT&T's Plan of Record when such information is contained in AT&T WISCONSIN's electronic databases. MCIm will be billed and shall pay a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

13.5 Manual Loop Qualification: Manual loop qualification includes all fields as described in AT&T-WISCONSIN's Plan of Record, when available. MCIm will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in the Pricing Schedule.

13.6 Both categories of Loop qualification (mechanized and manual) are subject to the following:

13.6.1 Loops Less Than 12,000 Feet in Actual Loop Length: If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in Actual Loop Length, Conditioning to remove these elements will be performed without request and at no charge to MCIm.

13.6.2 If MCIm elects to have AT&T WISCONSIN provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be not more than three (3) business days, or the interval provided to any of its affiliates in AT&T WISCONSIN providing advance services, whichever is less.

13.6.3 Loops 12,000 Feet or Greater in Actual Loop Length: If the results of the loop qualification indicate that Conditioning is available on a loop that is 12,000 feet in actual loop length or greater, MCIm may request that none of the recommended loop Conditioning be performed or that AT&T WISCONSIN perform some or all of the recommended loop Conditioning to remove Excessive Bridged Tap(s), load coil(s) and/or repeater(s) at the rates set forth in the Pricing Schedule.

13.7 Where actual loop make-up information is not available, AT&T WISCONSIN will provide designed loop provisioning information via Verigate, DataGate, EDI and CORBA.

13.8 The Parties agree that in accordance with FCC requirements and Advanced Services POR collaboratives, AT&T WISCONSIN will provide MCIm with non-discriminatory access to AT&T WISCONSIN's loop make-up information as set forth in this section 13.8. The loop qualification data elements provided by AT&T WISCONSIN shall be provided at parity with what AT&T WISCONSIN provides itself, any of its affiliates in WISCONSIN providing advanced services and other CLECs and shall include but not limited to the following fields:

13.8.1 Loop length

13.8.2 Loop length by segment

13.8.3 Length by gauge

13.8.4 26 gauge equivalent loop length (calculated)

13.8.5 Presence of load coils

13.8.6 Quality of load coils (if applicable)

13.8.7 Presence of bridged taps

13.8.8 Length of bridged taps (if applicable)

13.8.9 Presence of pair gain devices, DLC, and/or DAML

13.8.10 Qualification status of the loop based on specified PSD, if no PSD class is specified, the default PSD is class 5 (ADSL)

13.8.11 Presence of repeaters

13.8.12 Location of repeaters

13.8.13 Type of repeaters

13.8.14 Quantity of repeaters

13.8.15 Type of Plant (aerial or buried)

13.8.16 Type of Loop (copper or fiber)

13.8.17 Portion that is copper or fiber

13.8.18 Length that is copper or fiber

13.8.19 Availability of spare facilities

13.8.20 Quantity of bridged tap by occurrence

13.8.21 Location of bridged tap by occurrence

13.8.22 Quantity of Low pass filters

13.8.23 Location of Low pass filters

13.8.24 Quantity of Range extenders

13.8.25 Location of Range extenders

13.8.26 Number of gauge changes

13.8.27 Location of pair gain devices

13.8.28 Location of DLC

13.8.29 Quantity of DLCs

13.8.30 Location of RSU (Remote Switching Unit)

13.8.31 Type of RSU (Remote Switching Unit)

13.8.32 Resistance Zone

Exhibit A

xDSL Technologies Presumed Acceptable for Deployment

The technologies listed in this Exhibit A are Presumed Acceptable for Deployment. This list should be expanded as additional services are deployed, or industry standards developed. As standards are developed or updated, these standards shall automatically be incorporated by a reference as if fully set forth herein.

The following technologies currently have a national standard in place:

Technology	Standard
ADSL	ATIS T1.413 1998 (Issue 2), T1.423, ITU 992.1
SHDSL	ATIS T1.422, ITU G.991.2
SDSL	(2B1Q) ITU 991.1
IDSL	ATIS T1.601
HDSL	ATIS TR28/ITU 991.1
HDSL2	ATIS T1.418
VDSL	ATIS T1.424
RADSL	no national standard
MVL	no national standard
G.Lite	ATIS T1.419/ITU G.991.2

The following technologies have been successfully deployed with no apparent degradation of the performance of other services although speeds are not guaranteed by AT&T WISCONSIN.

SDSL	160 kb/s - 784 kb/s
SDSL	1.0 – 1.5 Mb/s

ATTACHMENT YELLOW ZONE ORDERING PROCESS (YZP)

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ATTACHMENT YELLOW ZONE ORDERING PROCESS (YZP)

1. INTRODUCTION

1.1 This Attachment YZP sets forth terms and conditions for the Yellow Zone Process ("YZP"), an ordering process which, at MCIm's option, applies to xDSL Loops, and the High Frequency Portion of the Loop ("HFPL") as applicable, which are central office DSLAM-based only with an Actual Loop Length of 17,500 feet or less, as provided in more detail below. YZP is not available for facilities that are provisioned via a Remote Terminal (RT) in conjunction with AT&T WISCONSIN's hybrid copper/fiber architecture (e.g., AT&T's Broadband Service offering(s) or any successor offering(s).

1.2 Intentionally Omitted.

1.3 MCIm may use AT&T WISCONSIN's Removal of All and Non-Excessive Bridged Tap ("RABT") set forth in Attachment RABT YZP of this Appendix xDSL in conjunction with the Yellow Zone Process ("YZP").

1.4 AT&T WISCONSIN shall provide MCIm with access to the YZP ordering process on a non-discriminatory basis and at parity with the YZP ordering process it provides to itself, or any of its affiliates in WISCONSIN providing advanced services and other CLECs.

2. DEFINITIONS

In addition to the definitions in Appendix xDSL, Line Sharing, and Definitions, the following definitions shall apply to this Attachment YZP.

2.1 "Non-excessive bridged tap" as used herein shall refer to bridged taps less than 2,500 feet in total length.

2.2 "Sync Test" as used herein shall refer to the procedures used by MCIm, when MCIm's provided test equipment, verifies there is communication, or "sync", from MCIm's collocated DSLAM to the last cable pair leaving the AT&T WISCONSIN Central Office to the End-User premises.

3. YZP OFFERING

3.1 Provisioning Process:

3.1.1 MCIm will provide AT&T WISCONSIN with the type of technology it seeks to deploy at the time of ordering, including the PSD of the xDSL technology MCIm intends to deploy. If the technology does not fall within an existing PSD mask, then the YZP process set forth in this Attachment shall not apply.

3.1.2 MCIm will order eligible HFPL,or xDSL Loops , using the Loop Specification Code (SPEC code) or Loop Modification Type (LMT) designated for the YZP process.

3.1.3 MCIm may choose to do a mechanized loop qualification prior to placing an initial order via the YZP process, but no manual loop qualification requests shall be submitted when MCIm is utilizing the YZP process.

3.1.4 AT&T WISCONSIN shall provision orders submitted using the YZP process within three (3) business days for HFPL and five (5) business days for xDSL Loops.

3.2 Maintenance Process

3.2.1 The initial YZP service order must have completed and closed prior to the opening of a YZP trouble ticket as a result of MCIm experiencing a situation in which its DSLAM will not communicate with the end user customer premises. In such event, MCIm shall choose one of the two options set forth below:

3.2.1.1 OPTION 1: Trouble Ticket

3.2.1.1.1 MCIm may generate a trouble ticket with AT&T WISCONSIN's Local Operations Center (LOC) identifying the reason why MCIm is experiencing a situation in which

its DSLAM will not communicate with the end user customer premises based on maintenance assurance procedures set forth elsewhere in this Agreement, and subject to the terms and conditions set forth herein. Based on MCIm's own testing, the YZP trouble ticket may be conditioning related. The AT&T WISCONSIN LOC will analyze MCIm provided test results and try to determine why MCIm's DSLAM is not communicating with the end user customer premises and will attempt to resolve the trouble by addressing any non-conditioning related reason (to the extent one exists) on AT&T WISCONSIN's side of the network, and/or by conditioning the facility as needed. On YZP-related trouble tickets, AT&T WISCONSIN will offer a five (5) business day interval from the time MCIm submits the trouble ticket.

3.2.1.1.2 AT&T WISCONSIN's LOC may elect to perform Line Station Transfers ("LSTs") in lieu of conditioning when conditioning is not available. The rates for LSTs are set forth in Appendix Pricing of this Agreement.

3.2.1.1.3 On loops with Actual Loop Lengths between 12,000 and 17,500 feet, if the xDSL Loop, HFPL has been ordered using the YZP process, AT&T WISCONSIN will use that YZP designation and MCIm's opening of a trouble ticket as authorization from MCIm for AT&T WISCONSIN to perform the requested conditioning on the xDSL Loop, the HFPL or the HFPCL, including whatever work AT&T WISCONSIN believes is necessary to make the loop work utilizing applicable industry standards, including ANSI T1.417. No separate, loop specific authorization to condition a loop will be required by AT&T WISCONSIN from MCIm, after the initial YZP trouble ticket is opened. MCI will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth elsewhere in this Agreement.

3.2.1.2 OPTION 2: Disconnect

3.2.1.2.1 MCIm may cancel an order by issuing an LSR requesting a disconnect prior to submitting any trouble ticket (i.e., when MCIm is utilizing the YZP process and wishes to avail itself of this Option 2, MCIm shall request a disconnect at the time it determines its DSLAM will not communicate with the end user customer premises on a completed service order). In the event that MCIm submits an Option 1 trouble ticket but subsequently decides to request an Option 2 disconnect, MCIm shall pay applicable charges for work actually performed by AT&T WISCONSIN, (including without limitation, the loop conditioning charges set forth elsewhere in this Agreement to the extent that AT&T WISCONSIN has performed any preparatory work for the loop conditioning and/or has performed any loop conditioning work in response to MCIm's trouble ticket) prior to the issuance of the disconnect order.

3.3 Maintenance /Service Assurance

3.3.1 AT&T WISCONSIN will provide resolution of MCIm-referred YZP trouble tickets for xDSL Loops, the HFPL in parity with the repair intervals AT&T WISCONSIN provides to itself, any of its affiliates in texas providing advanced services affiliates and other CLECs.

3.3.2 Prior to opening a YZP trouble ticket, MCIm shall verify the DSLAM is built properly, check the logical translations, perform a loop back test from its DSLAM, ensure proper routing, profile, and modem settings and shall confirm that the problem is not MCIm-related.

3.3.3 MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch pursuant to the FCC tariffed rates set forth in Section 5 below, if:

3.3.3.1 the YZP trouble ticket is opened, and it is later determined by AT&T WISCONSIN to be a 'No Trouble Found' (NTF) in AT&T WISCONSIN's portion of the network; or

3.3.3.2 the loop specific inhibitor information provided by MCIm to AT&T WISCONSIN requires a dispatch by AT&T WISCONSIN but is found to be incorrect upon subsequent investigation by AT&T WISCONSIN during the trouble ticket resolution process; or

3.3.3.3 a retrip is involved with a YZP trouble ticket (when MCIm notifies AT&T WISCONSIN that the loop is not working properly after initial trouble resolution), and there is NTF by AT&T WISCONSIN in AT&T WISCONSIN's portion of the network; or

3.3.3.4 the need for a vendor meet is agreed upon by AT&T WISCONSIN and the MCIm technician is not equipped properly at the vendor meet site or MCIm's Technician is not at the site at the scheduled time or within ten (10) minutes thereafter.[AT&T LANGUAGE NORMALIZED THROUGHOUT 3.3.3]

3.3.3.5 AT&T WISCONSIN shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when, in the course of resolving a YZP trouble ticket, AT&T ILINOIS requires MCIm to dispatch personnel to the end user customer's premises or a Central Office and the trouble was not caused by MCIm's facilities or equipment. Such 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 Appendix Pricing.

3.4 MCIm can open a YZP-related Trouble Ticket by one of the following methods:

3.4.1 Via Live Call: MCIm can call AT&T WISCONSIN's LOC and open a manual ticket through the call center and in such case, shall identify that the original order was YZP related and whether the trouble ticket is a conditioning related trouble ticket or not; or

3.4.2 Via an Electronic Bonding Ticket: MCIm can open an electronic bonding ticket and in opening such a ticket, shall note in the 'Remarks' field that the ticket is an YZP-related trouble ticket.

3.5 Trouble Tickets where MCIm Identifies Possible Conditioning-Related Trouble:

3.5.1 In those instances where MCIm's test results indicate (which, in accordance with Section 4.5 below, should include the quantity and location of the number of load coils, repeaters and excessive bridged tap), that the cause of a trouble ticket may be conditioning related, irrespective of whether MCIm submits its YZP trouble ticket to AT&T WISCONSIN via live call or an electronic bonding ticket, then MCIm shall note on its trouble ticket that the cause of the trouble is possibly conditioning related. The identification by the MCIm of a possible conditioning-related trouble on its trouble ticket will allow the AT&T WISCONSIN LOC or to convert it to a YZP conditioning type ticket immediately after checking for potential non-conditioning causes of physical fault on the xDSL Loop, the HFPL and for AT&T WISCONSIN to perform loop conditioning which may be needed to resolve the reported trouble. Ticket conversions to YZP type may include opening a new ticket if AT&T WISCONSIN physical faults were found and cleared on the original trouble report, and MCIm testing indicates conditioning is still required.

3.5.2 Loops less than 12,000 feet in Actual Loop Length: Irrespective of whether the trouble ticket is opened via live call or an electronic bonding ticket, if MCIm opens the trouble ticket as a possible conditioning related trouble ticket associated with an xDSL Loop, HFPL that was ordered via the YZP process with an Actual Loop Length less than 12,000 feet, AT&T WISCONSIN will contact and provide MCIm with status after any necessary loop conditioning has been performed by AT&T WISCONSIN. AT&T WISCONSIN shall not charge MCIm for conditioning loops with an actual loop length of less than 12,000 feet.

3.5.3 Conditioning. If MCIm issues a YZP trouble ticket for an xDSL Loop, HFPL loop between 12,000 and 17,500 feet, AT&T WISCONSIN will use that YZP designation and the initiation of the trouble ticket by MCIm as authorization to perform any Loop conditioning for that Loop. MCIm will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth in Appendix Pricing of this Agreement.

If MCIm requests removal of all or non-excessive bridged taps, such request shall be made pursuant to the terms and conditions of the Removal of All or Non-Excessive Bridged Tap ("RABT") Attachment of this Agreement.

3.5.4 If MCIm requests that AT&T WISCONSIN perform any loop Conditioning beyond that which is covered under this Attachment or elsewhere in the Agreement, the Parties shall meet to negotiate rates, terms and conditions for any such Conditioning. If there are any disputes between the parties as to the provisions for any additional type(s) of Conditioning after negotiations, then any outstanding disputes will be resolved in accordance with the Dispute Resolution Procedures set forth elsewhere in this Agreement.

3.6 Trouble Tickets where MCIm Does Not Identify Conditioning as a Possible Source of the Trouble:

3.6.1 If MCIm opens a YZP trouble ticket that does not identify conditioning as the source of the trouble, the AT&T WISCONSIN LOC will handle the ticket pursuant to the method applicable to other repair tickets and will look for physical faults. If no fault is found, the LOC will contact MCIm so that MCIm can conduct its own Sync test. If MCIm's DSLAM does not communicate with the end user customer premises, MCIm shall open another trouble ticket to address any conditioning that MCIm believes may be required on the xDSL Loop, HFPL, subject to the provisions set forth herein.

3.6.2 If MCIm opens a YZP trouble ticket that does not identify conditioning on the xDSL Loop, HFPL loop as the source of the trouble's but AT&T WISCONSIN later determines that there is a conditioning-related problem, AT&T WISCONSIN shall convert the ticket to a YZP conditioning ticket and the process set forth in Section 3.5 above shall apply, depending upon the actual loop length. A five (5) business day interval will apply to complete the conditioning on the loop, which shall begin the day after it is determined to be a conditioning related problem by AT&T WISCONSIN.

3.7 If a physical fault is found and resolved in response to the initial YZP trouble ticket, the trouble ticket will be closed and MCIm notified, unless the ticket was initially classified as a conditioning related YZP ticket.

3.8 Trouble ticket status will be provided to MCIm by AT&T WISCONSIN as follows:

3.8.1 Trouble Tickets Opened via Live Call: If the YZP trouble ticket is opened with a live call (as provided for in Section 3.4.1 above) by MCIm to AT&T WISCONSIN. AT&T Texas will not provide ticket status until the trouble has been resolved.

3.8.2 Trouble Tickets Opened Via an Electronic Bonding Ticket: If the YZP trouble ticket is opened via an electronic bonding ticket (as provided for in Section 3.4.2 above) where MCIm's DSLAM does not communicate with the end user customer premises, an electronic status/acknowledgement will be provided by AT&T WISCONSIN to MCIm within eight (8) business hours from receipt of the trouble ticket. If AT&T WISCONSIN determines that the trouble is conditioning related, AT&T WISCONSIN shall convert the straight xDSL Loop, HFPL YZP trouble ticket to a YZP conditioning-related trouble ticket.

3.8.3 In all cases, the AT&T WISCONSIN LOC will notify MCIm as soon as the trouble is isolated, resolved and closed, whether conditioning has been performed or not.

3.9 Post Trouble Resolution Sync Testing By MCIm:

3.9.1 After MCIm is notified that the trouble has been resolved, with or without loop conditioning, MCIm shall repeat its Sync Test between its DSLAM and the end user customer premises. If the Loop does not sync, due to undetermined reasons, a second trouble ticket shall be opened by MCIm which will be governed by the same provisions set forth above.

3.10 When MCIm escalates a YZP trouble ticket, the Parties shall follow existing repair escalation procedures set forth elsewhere in this Agreement and to the extent not outlined in this Agreement, the standard escalation processes outlined on AT&T WISCONSIN's CLEC online website shall apply.

4. TESTING

4.1 AT&T WISCONSIN will not perform a Line Sharing Turn-Up Test prior to the completion of an HFPL ordered using the YZP process.

4.2 MCIm may not request, and AT&T WISCONSIN will not perform, Acceptance Testing in association with any xDSL Loops, HFPLs which are ordered by MCIm via the YZP process.

4.3 For xDSL Loops only, MCIm has the option of requesting Cooperative Testing pursuant to the rates, terms and conditions set forth in Appendix xDSL of this Agreement, at the time it opens the YZP trouble ticket. MCIm may not request and AT&T WISCONSIN will not perform a Cooperative Test on an HFPL for which MCIm has opened a trouble ticket via the YZP Process.

4.4 MCIm shall assist in trouble isolation on trouble tickets for the YZP by obtaining and providing to AT&T WISCONSIN disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIm is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s).

4.5 AT&T WISCONSIN will not specify to MCIm the type of test equipment or the specific tests to use for determining the presence of inhibitors. MCIm will determine its own test requirements and capabilities.

5. PRICING

5.1 MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch pursuant to Section 13.2.6 of the FCC No. 2 tariff; provided, however, the referenced tariff rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

6. INTENTIONALLY OMITTED

ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING THE YELLOW ZONE PROCESS ("RABT YZP")

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ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING THE YELLOW ZONE PROCESS ("RABT YZP")

1. INTRODUCTION

1.1 This Attachment RABT YZP sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the Yellow Zone Process ("YZP"), for xDSL Loops and the High Frequency Portion of the Loop ("HFPL").

1.2 Intentionally Omitted.

1.3 AT&T WISCONSIN shall provide MCIm with access to the RABT YZP process on a non-discriminatory basis and at parity with the RABT YZP process it provides to itself, or any of its affiliates in WISCONSIN providing advanced services and other CLECs.

2. DEFINITIONS

In addition to the definitions in Appendix xDSL, Line Sharing, and Definitions, the following definitions shall apply to this Attachment RABT YZP.

2.1 "Minimum Qualifications" as used herein means a loop that has no load coil(s), repeater(s), or bridged tap(s) in excess of 2,500 feet in total length.

2.2 "Non-excessive bridged tap" as used herein shall refer to bridged taps less than 2,500 feet in total length.

2.3 "No Sync situation" as used herein means that after the completion of a YZP service order, MCIm is experiencing a situation in which its DSLAM will not communicate (sync) with the End-User premises.

2.4 "Removal of All or Non-Excessive Bridged Tap" ("RABT") as used herein means the removal of all bridged tap (i.e., both excessive and non-excessive) or the removal of Non-Excessive Bridged Tap as defined herein, in response to a request by MCIm.

2.5 "Sync Test" as used herein shall refer to the procedures used by MCIm, when MCIm's provided test equipment, verifies there is communication, or "sync", from MCIm's collocated DSLAM to the last cable pair leaving the AT&T WISCONSIN Central Office to the End-User premises.

3. RABT YZP OFFERING

3.1 To be eligible for the RABT YZP, MCIm shall have ordered an xDSL Loop or HFPL on its original service order, using a generic loop 'As Is' specification code to identify the Loop that may require conditioning. All Local Service Requests ("LSRs") for an xDSL Loop or HFPL shall be submitted with the Loop Specification Code or Loop Modification Type ("LMT") designated for the YZP process.

3.2 MCIm shall not issue a RABT YZP trouble ticket for any particular Loop prior to the closing of the original service order for that same Loop.

3.3 Except as provided below, AT&T WISCONSIN will respond to RABT YZP trouble tickets within five (5) business days or at parity with what it provides itself, or any of its affiliates in WISCONSIN providing advanced services, or any third party.

3.3.1 In those instances where AT&T WISCONSIN determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the five (5) business day interval e.g., in those situations:(i) involving municipalities which may affect access to certain areas; or (ii) in which there are other issues associated with a access to the subject facilities; or (iii) in which events, actions or circumstances exist or arise that are outside the sole control of AT&T WISCONSIN, the Parties understand and agree that five (5) business day interval set forth above shall not apply, but instead, in such situations, AT&T WISCONSIN will respond to MCIm-referred RABT trouble tickets for xDSL Loops or the HFPL in parity with the repair intervals AT&T WISCONSIN provides to its advanced

services affiliate in that same AT&T WISCONSIN state. AT&T WISCONSIN will advise MCIm as soon as possible when AT&T WISCONSIN is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the five (5) business day interval.

3.4 MCIm shall pay AT&T WISCONSIN for any Conditioning requested on a trouble ticket at the rates set forth in Appendix Pricing of this Agreement.

4. TESTING

4.1 AT&T WISCONSIN will not perform Line Sharing Turn-Up Testing prior to the completion of a HFPL ordered using the modified YZP process for the RABT.

4.2 Any testing requests after the completion of the service order will follow the testing guidelines and procedures set forth elsewhere in the Agreement.

4.3 MCIm shall assist in trouble isolation on trouble tickets for the RABT YZP by obtaining and providing to AT&T WISCONSIN disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIm is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s).

5. MAINTENANCE /SERVICE ASSURANCE

5.1 Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by AT&T WISCONSIN that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed in AT&T WISCONSIN as a 'No Trouble Found' (NTF). MCIm shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.2.6 of the FCC No. 2 Tariff; provided, however, the referenced tariff rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

5.2 MCIm may open a YZP-related trouble ticket for the RABT via the following two methods:

5.2.1 By calling the Local Operations Center. In such case, MCIm shall specify that it is a YZP trouble ticket and shall request the specific type of bridged tap conditioning needed, "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

5.2.2 By opening an electronic bonding ticket. In such case, MCIm shall specify that it is a YZP trouble ticket and shall request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of All BT."

Both methods require the following:

1. When Excessive Bridged Tap(s) is present on the loop: MCIm may request:

   a. the removal of Excessive Bridged Tap(s); or
   b. the Removal of All Bridged Tap(s).

2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap (the remaining Bridged Tap left on the loop after Excessive Bridged Tap has been removed).

3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T WISCONSIN LOC. Vendor meet procedures can be found in AT&T WISCONSIN's CLEC On-Line Handbook.

4. It is the MCIm's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by AT&T WISCONSIN i.e., RABT. If the bridged tap conditioning request does not specify the RABT conditioning on the YZP trouble ticket, only Excessive Bridged tap conditioning will be performed pursuant to the YZP Attachment.

5. Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing terms and conditions set forth elsewhere in this Agreement.

5.3 Except as otherwise provided for herein, when a YZP trouble ticket is opened by MCIm for the RABT conditioning, a five (5) business day interval will be given. Trouble ticket authorization and billing for conditioning will be provided as follows:

5.3.1 Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT conditioning for a loop that is 12,000 feet or greater in Actual Loop Length, and the loop has been ordered as YZP, AT&T WISCONSIN will use that YZP designation and the initiation of the trouble ticket by MCIm as approval for loop conditioning and the loop will be conditioned by AT&T WISCONSIN.. MCIm will then be billed and shall pay the appropriate RABT conditioning charges set forth on the attached, AT&T WISCONSIN RABT Pricing Schedule, in addition to any other applicable conditioning charges set forth elsewhere in this Agreement, upon the completion of the requested conditioning by AT&T WISCONSIN.

5.3.2 Except as otherwise provided for herein, if MCIm's trouble ticket is opened for the RABT conditioning for a loop that is less than 12,000 feet in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, AT&T WISCONSIN will bill and MCIm shall pay the appropriate RABT conditioning charges set forth on the attached, AT&T WISCONSIN RABT Pricing Schedule, for all conditioning performed by AT&T WISCONSIN via the RABT trouble ticket process.

5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the AT&T WISCONSIN LOC will notify MCIm as soon as the trouble is closed, whether conditioning has been performed or not.

5.4 Escalations for YZP trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. PRICING

6.1 The rates that AT&T WISCONSIN will charge and that MCIm shall pay for the RABT are set forth in Appendix Pricing of this Agreement.

ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING A MODIFIED MAINTENANCE PROCESS (“RABT MMP”)

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ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING A MODIFIED MAINTENANCE PROCESS ("RABT MMP")

1. INTRODUCTION

1.1 This Attachment RABT MMP sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the standard maintenance process ("MMP") for xDSL Loops and the High Frequency Portion of the Loop ("HFPL"). This process is available to MCIm if the underlining loop or facility was not ordered using the Yellow Zone Process (YZP) as set forth In Attachment Yellow Zone Ordering Process of this Appendix xDSL.

1.2 Intentionally omitted.

1.3 AT&T WISCONSIN shall provide MCIm with access to the RABT MMP process on a non-discriminatory basis and at parity with the RABT MMP process it provides to itself, or any of its affiliates in WISCONSIN providing advanced services and other CLECs.

2. INTENTIONALLY OMITTED

3. REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP MMP OFFERING

3.1 To be eligible for RABT MMP, MCIm shall have ordered an xDSL Loop or the HFPL on its original service order. After the service order has completed, MCIm shall generate a trouble ticket pursuant to Section 5 of this Attachment with the Local Operations Center ("LOC") specifying the type of bridged tap Conditioning requested. Upon MCIm's request, the LOC will investigate and will address any AT&T WISCONSIN non-conditioning related reasons for any No Sync situation, or ensure MCIm's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the Loop, provided, however, AT&T WISCONSIN does not guarantee the synchronization of any loop.

3.2 Except as provided below, AT&T WISCONSIN shall respond to RABT MMP trouble tickets within five (5) business days or at parity with what it provides itself, or any of its affiliates in WISCONSIN providing advanced services or any third party.

3.2.1 In those instances where AT&T WISCONSIN determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the five ((5) business day interval e.g., in those situations (i) involving municipalities which may affect access to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of AT&T WISCONSIN, the Parties understand and agree that the five (5) business day interval set forth above shall not apply, but instead, in such situations, AT&T WISCONSIN will respond to MCIm-referred Removal of All or Non-Excessive Bridged Tap trouble tickets for xDSL Loops, the HFPL in parity with the repair intervals AT&T WISCONSIN provides to its advanced services affiliate(s) in that same AT&T WISCONSIN state. AT&T WISCONSIN will advise MCIm as soon as possible when AT&T WISCONSIN is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the five (5) business day interval.

3.3 MCIm shall pay AT&T WISCONSIN for any Conditioning requested on a trouble ticket at the rates set forth in Appendix Pricing of this Agreement.

4. TESTING

4.1 Any testing requests after the completion of the service order will follow the testing procedures outlined for xDSL Loops and HFPL elsewhere in this Agreement.

4.2 MCIm shall assist in trouble isolation on trouble tickets for the Removal of All or Non-Excessive Bridged Tap by obtaining and providing to AT&T WISCONSIN disturber information on the Loop at the time of

opening the trouble ticket. For best results, MCIm is encouraged to provide appropriate testing equipment for its technician to determine the presence and location of section(s) of bridged tap, including the length of individual section(s).

5. MAINTENANCE /SERVICE ASSURANCE

5.1 Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by AT&T WISCONSIN that the requested Conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed by AT&T WISCONSIN as a 'No Trouble Found' (NTF) and MCIm shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.3.4(C)(1)(a) of the FCC No. 2; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

5.2 MCIm may open a trouble ticket for the RABT via the following two methods:

5.2.1 By calling the LOC and opening a manual ticket with its specific Conditioning request, e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

5.2.2 By opening an electronic bonding ticket. In such case, MCIm shall request specific Conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

Both methods require the following:

1. When Excessive Bridged Tap is present on the loop, the removal of all bridged tap.
2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap.
3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T WISCONSIN LOC. Vendor meet procedures can be found in AT&T WISCONSIN's CLEC On-Line Handbook.
4. It is MCIm's obligation to document on the trouble ticket the type of Conditioning it is requesting be performed by AT&T WISCONSIN i.e., the Removal of All or Non-Excessive Bridged Tap. If the specific RABT Conditioning request is not documented on MCIm's trouble ticket, the trouble ticket will be returned to MCIm for specific information.
5. Any Conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing rates, terms and conditions for xDSL Loops, and the HFPL, provided for elsewhere in this Agreement.

5.3 Except as otherwise provided for herein, when a trouble ticket is opened by MCIm for the RABT Conditioning, a five (5) business day interval will be given. Trouble ticket authorization for Conditioning and billing will be provided as follows:

5.3.1 Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT Conditioning, for a loop that is over 12,000 feet or greater in Actual Loop Length, AT&T WISCONSIN will use that designation and the initiation of the trouble ticket by MCIm as approval for loop Conditioning and the loop will be conditioned by AT&T WISCONSIN. MCIm will then be billed and shall pay the Conditioning charges set forth on the attached AT&T WISCONSIN RABT Pricing Schedule, in addition to any other applicable Conditioning charges set forth elsewhere in this Agreement upon the completion of the requested Conditioning by AT&T WISCONSIN.

5.3.2 Except as otherwise provided for herein, if MCIm's trouble ticket is opened for the RABT Conditioning for a loop that is less than12, 000 feet in length in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, AT&T WISCONSIN will bill and MCIm shall pay the Conditioning charges set forth on the attached, AT&T WISCONSIN RABT Pricing Schedule, in addition to any other applicable Conditioning charges set

forth elsewhere in this Agreement, for any Conditioning performed by AT&T WISCONSIN at MCIm's request.

5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the AT&T WISCONSIN LOC will notify MCIm as soon as the trouble is closed, whether Conditioning has been performed or not.

5.4 Escalations for trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. PRICING

6.1 The rates that AT&T WISCONSIN shall charge and MCIm shall pay for the RABT are set forth in Appendix Pricing of this Agreement.

APPENDIX 911

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APPENDIX 911

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for 911 and E911 Service provided by AT&T WISCONSIN to MCIm.

2. DEFINITIONS

2.1 Intentionally Omitted.

2.2 "Automatic Location Identification" or "ALI" means the automatic display at the Public Safety Answering Point or "PSAP" of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.3 "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.

2.4 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by the National Emergency Number Association or "NENA" in a nationally accessible database.

2.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 and E911 systems.

2.6 "911 or E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services, through the use of one telephone number -- 911.

2.7 "911 Gateway" A secure information management system that provides MCIm or its third party representative the ability to send and receive 911 data files through peer-to-peer connectivity. The gateway acts as the interface between a MCIm's Data Management System and AT&T's E911 Database Management system.

2.8 "911 or E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "911 or E911 Service" means a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) answers telephone calls placed by dialing the number 911. 911 and E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.

2.10 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

2.11 "Master Street Address Guide" or "MSAG" contains street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 and E911calls.

2.12 "National Emergency Number Association" or "NENA" is a not-for-profit corporation established in 1982 to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 and E911 systems.

2.13 "Public Safety Answering Point" or "PSAP" means an answering location for 911 and E911calls originating in a given area. The 911 or E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.14 "Selective Routing" and "Selective Router" or "SR" means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. BASIC 911 AND E911 GENERAL REQUIREMENTS

3.1 When AT&T WISCONSIN is the 911 or E911 Service provider, AT&T WISCONSIN shall provide MCIm with access to and service for 911 and E911.

3.2 911 and E911 provides a caller who dials a 3-digit universal telephone number (911) access to the appropriate Public Safety Answering Point (PSAP).

3.3 E911 provides additional routing flexibility for 911 calls. E911 uses Customer data derived from the ALI/DBMS to determine to which PSAP to route the call. AT&T WISCONSIN shall provide ALI interface information and access to the DBMS sufficient, when combined with other Unbundled Network Elements, to allow MCIm to provide services to its own End Users equivalent to the ALI services provided by AT&T WISCONSIN for its End Users.

3.4 911 and E911 database service provided to MCIm will be at Parity with the 911 and E911 service that AT&T WISCONSIN provides to itself and others.

3.5 Upon written request, AT&T WISCONSIN shall provide to MCIm, within thirty (30) days, a description of the geographic area (or Rate Center) and PSAPs served by a 911 or E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

3.6 AT&T WISCONSIN and MCIm shall comply with all Applicable Laws concerning 911 and E911 services.

3.7 AT&T WISCONSIN shall provide and maintain such equipment at the SR and the DBMS as is necessary to perform the 911 and E911 services set forth herein when AT&T WISCONSIN is the 911 or E911 Service provider. AT&T WISCONSIN shall provide 911 or E911 Service to MCIm as described this section in a particular Rate Center in which MCIm is authorized to provide local telephone exchange service and AT&T WISCONSIN is the 911 or E911 Service provider.

3.8 Intentionally Omitted.

3.9 Intentionally Omitted.

3.10 AT&T WISCONSIN will forward the ANI it receives from MCIm and the associated Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by MCIm, AT&T WISCONSIN will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by MCIm, but no ALI record is found in the DBMS, AT&T WISCONSIN will report this "No Record Found" condition to MCIm in accordance with NENA standards.

3.11 Call Routing

3.11.1 Where AT&T WISCONSIN is the 911 or E911 Service provider, MCIm will transport 911 and/or E911 calls from each MCIm point of interconnection (POI) to the AT&T WISCONSIN 911 Tandem or SR.

3.11.2 AT&T WISCONSIN will switch 911 and E911 calls through the 911 Tandem or SR to the designated primary PSAP or to the designated alternate locations, according to routing criteria specified by the PSAP.

3.11.3 AT&T WISCONSIN will forward MCIm customer information for 911 and E911 calls to the PSAP upon a PSAP ALI query.

4. BASIC 911 AND E911 ADDITIONAL REQUIREMENTS

4.1 Where AT&T WISCONSIN is the 911 or E911 Service provider, AT&T WISCONSIN shall cooperate with MCIm to ensure that 911/E911 Service is fully available to all MCIm End User Customers whose telephone numbers have been ported from AT&T WISCONSIN. AT&T WISCONSIN shall provide the necessary access for MCIm to update the 911/E911 database with customer information for lines that have been ported.

4.2 AT&T WISCONSIN shall notify MCIm 48 hours in advance of any scheduled testing or maintenance affecting MCIm 911 or E911 Service. AT&T WISCONSIN shall provide notification as soon as possible of any unscheduled outage affecting MCIm 911/E911 Service. AT&T WISCONSIN shall notify MCIm of major network changes impacting MCIm as soon as AT&T WISCONSIN is aware of such changes.

4.3 AT&T WISCONSIN shall provide MCIm with the point of contact for reporting errors, defects, and malfunctions in the 911/E911 Service and shall also provide escalation contacts.

4.4 AT&T WISCONSIN shall provide to MCIm sufficient planning information regarding anticipated moves to SS7 signaling at a minimum of ninety (90) days before each such anticipated move to SS7 signaling.

4.5 Where AT&T WISCONSIN manages the 911/E911 database, AT&T WISCONSIN shall provide MCIm with notification of any pending SR moves at least thirty (30) days in advance of the start date of the project or ninety (90) days from the projected cut-over date of the new SR.

4.6 AT&T WISCONSIN shall establish within ten (10) days of the Effective Date any special operator-assisted calling requirements needed to support 911/E911.

4.7 Where AT&T WISCONSIN is the 911 or E911 Service provider, AT&T WISCONSIN shall populate the ALI database with the appropriate new NPA codes for NPA splits, or other NPA changes.

5. BASIC 911 AND E911 DATABASE REQUIRMENTS

5.1 When AT&T WISCONSIN is the 911 or E911 Service provider, AT&T WISCONSIN manages the DBMS. The interface to the DBMS must meet all applicable standards.

5.1.1 Where AT&T WISCONSIN is the 911 or E911 Service provider and manages the DBMS, AT&T WISCONSIN shall store MCIm's End User Customer 911 Records [that is, the name, address, and associated telephone number(s) for each of MCIm's End User Customers served by MCIm's exchange(s)] in the electronic data processing database for the DBMS. AT&T WISCONSIN shall provide an electronic interface through which MCIm or its representative(s) may provide and update such information.

5.1.2 MCIm shall adopt use of Company ID on all MCIm End User 911/E911 Records in accordance with NENA standards. The Company ID will identify the carrier of record facility configurations.

5.1.3 MCIm or its representatives shall be responsible for providing MCIm's End User 911 Records to AT&T WISCONSIN for inclusion in AT&T WISCONSIN's DBMS on a timely basis. AT&T

WISCONSIN and MCIm shall arrange for the automated input and periodic updating of MCIm's End User 911 Records.

5.2 AT&T WISCONSIN shall coordinate access to the DBMS for the initial loading and updating of MCIm End User Customer 911/E911 Records. Access coordination will include:

5.2.1 AT&T WISCONSIN provided format requirements and a delivery address for MCIm to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. AT&T WISCONSIN shall confirm receipt of this data by the next business day by providing MCIm with error and statistical files;

5.2.2 Coordination of error resolution involving entry and update activity;

5.2.3 Provisioning of specific 911 routing information on each access line;

5.3 AT&T WISCONSIN shall provide an electronic interface to the ALI/DBMS database (or permit MCIm to provide its own data link to the 911 Gateway that interfaces to the ALI/DMS database), through which MCIm or its agent may provide a daily update of MCIm Customer Information. AT&T WISCONSIN shall provide MCIm with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). AT&T WISCONSIN shall provide error and statistical files from the ALI/DBMS database to MCIm within one (1) business day after MCIm or its agent enters information into the ALI/DBMS database.

5.3.1 AT&T WISCONSIN 's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

5.4 AT&T WISCONSIN shall provide MCIm query access to the ALI database, to verify the accuracy of MCIm Customer information, provided that MCIm has access to the 911 Gateway and subscribes to TC View (an on line tool).

5.5 AT&T WISCONSIN will process MCIm's End User Customer 911/E911 Record updates in the DBMS. AT&T WISCONSIN will then provide MCIm an error and statistical file. AT&T WISCONSIN and MCIm shall arrange for the automated input and periodic updating of 911/E911 database information related to MCIm's Customers.

5.6 AT&T WISCONSIN shall update the ALI/DMS database within two (2) business days after receiving the data from MCIm.

5.7 If AT&T WISCONSIN detects an error in the MCIm-provided data, the data shall be returned to MCIm within two (2) business days after it was provided to AT&T WISCONSIN. MCIm shall respond to requests from AT&T WISCONSIN to make corrections to database record errors by uploading corrected records within two (2) business days.

5.8 Manual entry shall not be allowed.

5.9 MCIm's end user customer records will be updated in the DBMS via the DBMS electronic interface. The ALI and SR databases will be subsequently updated via the DBMS once MCIm's end user customer records are updated in the DBMS. AT&T WISCONSIN will provide notification when MCIm's records have been entered into the ALI DBMS.

5.10 ALI DBMS discrepancy reports shall be jointly researched by AT&T WISCONSIN and MCIm. The responsible Party shall take immediate corrective action. AT&T WISCONSIN agrees to work expeditiously to correct any internal processing errors between the DBMS, SR and ALI databases.

5.11 AT&T WISCONSIN agrees to treat all data on MCIm's Customers provided under this Appendix as strictly confidential and to use data on MCIm's Customers only for the purpose of providing 911 or E911 Services, unless expressly requested by the WISCONSIN Commerce Commission (ICC) or Federal Communications Commission (FCC).

5.12 Where MCIm is authorized to provide local telephone exchange service, AT&T WISCONSIN shall identify which ALI databases cover which counties, or parts thereof, and identify and communicate a point of contact for AT&T WISCONSIN.

5.13 AT&T WISCONSIN will provide to MCIm a complete copy of the Master Street Address Guide ("MSAG") that will specify valid address ranges for Customers within the Exchange Areas served by MCIm. The MSAG will be provided in a media and format usable with personal computers, free of charge once per month. . AT&T WISCONSIN shall cooperate with MCIm to ensure the accuracy of information about MCIm Customers in the ALI database and shall assist in resolving any errors. AT&T WISCONSIN shall notify the E911 Customer of any errors in the MSAG concerning MCIm Customers. The MSAG will be provided by state.

5.14 Upon request, AT&T WISCONSIN will provide MCIm a data pull of all MCIm's existing end user records residing in the 911 database once per year at no charge to MCIm.

6. MCIm RESPONSIBILITIES

6.1 Database

6.1.1 MCIm is responsible for providing AT&T WISCONSIN updates to the ALI database; in addition, MCIm is responsible for maintaining the accuracy and content of that data as delivered.

6.1.2 MCIm is responsible for providing test records and conducting call-through testing on all new exchanges. However, if error resolution requires AT&T WISCONSIN's participation, MCIm will coordinate with AT&T WISCONSIN.

6.2 Other

6.2.1 Intentionally Omitted

6.2.2 Intentionally Omitted.

6.2.3 MCIm will be responsible for collecting from its end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on a local service provider and/or end users by any municipality or other governmental entity

7. METHODS AND PRACTICES

7.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to 911 and E911 Service: (i) all applicable FCC and state Commission rules and regulations; (ii) any applicable requirements imposed by any governmental authority other than a commission, and (iii) the principles expressed in the recommended standards published by NENA.

7.2 MCIm will establish a minimum of two (2) dedicated trunks from MCIm's Switch to each POI. MCIm may, at its option, provide its own transport facilities, acquire such transport facilities from AT&T WISCONSIN through the applicable State Tariff, or obtain them from third parties. 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface at rates set forth in Appendix Pricing. Either configuration must use Centralized Automatic Message Accounting "CAMA" type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, unless the 911/E911 selective router is SS7 capable, in which case MCIm may require SS7 signaling. All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).

7.2.1 To ensure proper operation of an E911 system where SS7 signaling is used for 911 trunking, the parties agree to follow technical publication AM-TR-NIS-000152, Interconnection to an Ameritech 9-1-1 Selective Routing Switch via SS7 Trunks as a Substitute for CAMA Signaling, Issue 2, June 1, 2000 or any revisions thereto. AT&T WISCONSIN shall provide MCIm a minimum of ninety (90) days notice of any changes to this document.

7.3 AT&T WISCONSIN shall assure sufficient capacity at the 911 tandem or SR to meet MCIm's requests for interconnection within twenty (20) business days after receipt of the request. When AT&T WISCONSIN network force and load conditions require a longer implementation timeframe, AT&T WISCONSIN will notify MCIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. Interconnection to the 911 tandem or SR shall be established to provide path and route diversity when technically feasible.

7.4 AT&T WISCONSIN will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the end user customer's End Office Switch to AT&T WISCONSIN's SR. AT&T WISCONSIN will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the 911 or E911 Customer.

7.5 AT&T WISCONSIN will provide the order number and circuit identification code in advance of the service due date.

7.6 In the event of an AT&T WISCONSIN or MCIm 911 or E911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining 911/E911 Service between the Parties.

7.7 MCIm will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to MCIm's demarcation (e.g. collocation). AT&T WISCONSIN will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIm is responsible for advising AT&T WISCONSIN of the circuit identification when notifying AT&T WISCONSIN of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T WISCONSIN will refer network trouble to MCIm if no defect is found in AT&T WISCONSIN's network. The Parties agree that 911-network problem resolution will be managed in an expeditious manner at all times.

8. CONTINGENCY

8.1 The terms and conditions of this section represent a negotiated plan for CLECs not currently providing 911 or E911 Service.

8.2 The Parties agree that 911 and E911 Service is provided for the use of the 911 or E911 Customer, and recognize the authority of that customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T WISCONSIN and MCIm. These specifications (if any) shall be documented in the 9-1-1 Trunk Group Request Form (TGRF). MCIm shall complete its portion of the 9-1-1TGRF and submit it to AT&T WISCONSIN AT&T WISCONSIN shall complete its portion of the 9-1-1 TGRF and provide MCIm with approval to issue an Access Service Request (ASR) for the service configuration specified on the TGRF.

9. BASIS OF COMPENSATION

9.1 Rates for access to 911 and E911 Services are set forth in Appendix Pricing.

9.2 Charges shall begin on the date that 911 or E911 Service is turned on for live traffic.

10. LIABILITY

10.1 In addition to the requirements of this Appendix 911, the Parties agree 911 and E911 Services will be provided in accordance with Applicable Law.

10.2 The Parties' liability with respect to 911/E911 services shall be governed by the provisions of the General Terms and Conditions of this agreement.

11. 911 TRUNKING ARRANGEMENTS

11.1 The Parties shall comply with 911 trunking arrangements including any applicable exceptions/waivers set forth in Appendix Network of this Agreement

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WHITE PAGES (WP)

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APPENDIX WP
(WHITE PAGES DIRECTORY)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for White Pages Directory Services provided by AT&T WISCONSIN to MCIm. The terms and conditions for White Pages Directory Services being provided for MCIm's resale end user customers are set forth in Appendix Resale.

2. SERVICE PROVIDED

2.1 AT&T WISCONSIN publishes alphabetical White Pages (WP) directories for its geographic local service areas. MCIm provides local exchange telephone service and wishes to include listing information for its end users in the appropriate AT&T WISCONSIN WP directories.

2.2 MCIm also desires distribution to its end users of the WP directories that include listings of MCIm's end users.

2.3 AT&T WISCONSIN will include in appropriate WP directories the primary alphabetical listings of all MCIm end users located within the local directory scope.

2.4 When MCIm provides its subscriber listing information to AT&T WISCONSIN listings database, MCIm will receive for its end user, one primary listing in AT&T WISCONSIN WP directory and a listing in AT&T WISCONSIN's directory assistance database.

2.5 MCIm shall furnish to AT&T WISCONSIN, in a form acceptable to both Parties, subscriber-listing information pertaining to MCIm end users located within the local directory scope, along with such additional information as AT&T WISCONSIN may require to prepare and print the alphabetical listings of said directory. MCIm will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an MCIm end user. MCIm must submit all listing information intended for publication by the directory close date. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates.

2.6 MCIm may provide its subscriber listing information to AT&T WISCONSIN for inclusion in the WP directory via either a mechanical or manual feed of the listing information to AT&T WISCONSIN's directory listing database. MCIm agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Appendix.

2.6.1 Upon MCIm's request sixty (60) calendar days prior to the directory close date for a particular directory, AT&T WISCONSIN shall make available to MCIm forty-five (45) calendar days prior to the directory close date for that directory, either electronically or manually its subscriber listings as such listings are to appear in the directory. AT&T WISCONSIN will accept standing requests for this report. MCIm shall review this listing information and shall submit to AT&T TEXAS any necessary additions, deletions or modifications prior to the directory close date.

2.7 Directories

2.7.1 AT&T WISCONSIN shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to MCIm's end user customers pursuant to terms and conditions agreed to by the publishing affiliate and MCIm.

2.7.2 Intentionally Omitted

2.7.3 AT&T WISCONSIN has no obligation to warehouse WP directories for MCIm or provide WP directories to MCIm's end users subsequent to the annual distribution of newly published directories.

2.7.4 MCIm may arrange for additional directory distribution and other services with AT&T WISCONSIN's directory publishing affiliate.

2.8 AT&T WISCONSIN shall direct its directory publishing affiliate to offer MCIm the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where MCIm is certified to provide local service), information provided by MCIm for MCIm's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for AT&T WISCONSIN and other LECs. AT&T WISCONSIN's directory publishing will include such MCIm information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and MCIm and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to AT&T WISCONSIN.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 AT&T WISCONSIN agrees to serve as the single point of contact for all independent and third party directory publishers who seek to include MCIm's subscriber listing information in an area directory, and to handle MCIm's subscriber listing information in the same manner as AT&T WISCONSIN's subscriber listing information. In exchange for AT&T WISCONSIN serving as the single point of contact and handling all subscriber listing information equally, MCIm authorizes AT&T WISCONSIN to include and use MCIm subscriber listing information provided to AT&T WISCONSIN pursuant to this Appendix in AT&T WISCONSIN's WP directory, AT&T WISCONSIN's directory assistance databases, and to provide MCIm subscriber listing information to directory publishers. Included in this authorization is release of MCIm listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3). Also included in this authorization is AT&T WISCONSIN's use of MCIm's subscriber listing information in AT&T WISCONSIN's directory assistance, directory assistance related products and services, and directory publishing products and services.

3.2 AT&T WISCONSIN further agrees not to charge MCIm for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of MCIm's subscriber list information to directory publishers, MCIm agrees that it will receive no compensation for AT&T WISCONSIN's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such MCIm subscriber list information shall be intermingled with AT&T WISCONSIN's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T WISCONSIN.

3.3 Each time a third party publisher requests MCIm's listings, MCIm shall not be required to submit a letter of authorization.

4. PRICING

4.1 Intentionally Omitted.

4.2 Where a MCIm end user requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, AT&T WISCONSIN will assess MCIm a charge for such listings in accordance with Appendix Pricing. An additional charge applies when MCIm wishes to list an end user in AT&T WISCONSIN directory assistance database but does not wish to have its end-user listed in AT&T WISCONSIN's WP directory. In addition, for those MCIm end users served by MCIm via AT&T WISCONSIN unbundled switch port, MCIm may elect to have its end user unlisted and the listing not published in AT&T WISCONSIN's WP directory for those nonpublished, nonlisted services at rates in accordance with Appendix Pricing.

APPENDIX
LINE SPLITTING

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APPENDIX LINE SPLITTING

1. INTRODUCTION

1.1 This Appendix Line Splitting sets forth the terms and conditions under which AT&T WISCONSIN will provide MCIm with the ability to engage in Line Splitting (as defined in Section 2.8 below) in accordance with the FCC's Triennial Review Order and associated Lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(ii), as such rules may be modified from time to time, as described herein. The Parties acknowledge that MCIm does not have an embedded base of either unbundled Local Circuit Switching or UNE-P End Users served through this Agreement and that, because there is no such embedded base served by this Agreement, no terms for Line Splitting with unbundled Local Circuit Switching are included in this Agreement. In addition to the terms and conditions of this Appendix Line Splitting, this Appendix is also subject to the applicable terms and conditions of Appendix UNE and Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Splitting and Appendix xDSL, or between this Appendix Line Splitting and Appendix UNE, the Parties agree that the terms of this Appendix Line Splitting shall control. AT&T WISCONSIN shall support MCIm's ability to provide combinations of voice services, data services, or voice and data services over a single xDSL Loop.

1.2 The Parties agree that in the event that additions or modifications to AT&T WISCONSIN Line Splitting processes and procedures result from final outcomes of the AT&T 13-State Line Splitting Collaborative or any applicable state commission collaborative or the Change Management Process, AT&T WISCONSIN and MCIm will use such modified or additional processes or procedures thereafter under this Agreement, and the Parties will negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix Line Splitting, if necessary.

1.3 AT&T WISCONSIN shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems (consistent with Appendix OSS) necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops used in Line Splitting.

2. DEFINITIONS

2.1 Terms not defined herein shall have the meaning set forth in Appendix xDSL, Appendix UNE, or Appendix Definitions. In addition to the definitions in Appendix xDSL and Appendix Definitions, the following definitions shall apply to this Appendix Line Splitting.

2.2 Intentionally Omitted.

2.3 Intentionally Omitted.

2.4 Intentionally Omitted.

2.5 Intentionally Omitted.

2.6 Intentionally Omitted.

2.7 Intentionally Omitted.

2.8 "Line Splitting" is the process in which one CLEC (which may include MCIm or its Advanced Services Providers) provides narrowband voice service over the low frequency portion of a Loop and a second CLEC (which may include MCIm or its Advanced Services Providers) provides digital subscriber line service over the high frequency portion of that same Loop.

2.9 "Splitter" is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network.

3. GENERAL TERMS AND CONDITIONS

3.1 Intentionally Omitted.

3.2 AT&T WISCONSIN will provide MCIm with access to UNE to provide Line Splitting to deploy xDSL technologies. AT&T WISCONSIN will not impose limitations on the transmission speeds of xDSL services; provided, however, that AT&T WISCONSIN does not guarantee transmission speeds, available bandwidth nor imply any service level.

3.3 Intentionally Omitted.

3.4 Intentionally Omitted.

3.5 Intentionally Omitted.

3.6 Whenever MCIm purchases an xDSL Loop, MCIm shall control the entire loop spectrum.

3.7 Intentionally Omitted.

3.8 Intentionally Omitted.

3.9 Intentionally Omitted.

3.10 Intentionally Omitted.

3.11 Intentionally Omitted.

3.12 Intentionally Omitted.

3.13 AT&T WISCONSIN may not require MCIm to collocate in order to provide voice service when Line Splitting, provided the data carrier shall be collocated to provision this arrangement.

4. AUTHORIZED ADVANCED SERVICES PROVIDER

4.1 MCIm may identify to AT&T WISCONSIN one or more CLECs as an authorized advanced services provider which is authorized by MCIm to add, change or delete advanced services capabilities as to UNEs employed or ordered by MCIm ("Advanced Services Provider") for purposes of line splitting. By utilizing the LSPAUTH field of the LSR, MCIm acknowledges that the AASP is placing the order on MCIm's behalf. Such an Advanced Services Provider shall submit orders on MCIm's behalf using MCIm's ACNA OCN and circuit facilities assignment ("CFA") information.

4.2 Intentionally Omitted.

4.3 MCIm is responsible for developing any necessary interfaces between itself and any Advanced Services Providers.

4.4 Liability and Indemnification for unauthorized use of AT&T WISCONSIN' OSS is addressed in Appendix OSS.

5. LOOP OFFERING

5.1 Retirement of Copper Loops. Prior to retiring any copper Loop (that has been replaced with a Fiber-to-the-Home Loop) used by MCIm for Line Splitting, AT&T WISCONSIN shall comply with the requirements for retirement of copper set forth in Appendix UNE of this Agreement.

6. INTENTIONALLY OMITTED

7. PROVISIONING

7.1 Intentionally Omitted.

7.2 Provisioning intervals for xDSL Loops utilized by MCIm for Line Splitting are the same as those set forth in Appendix xDSL.

7.3 Line Splitting with a CLEC-Owned Switch.For Line Splitting with a CLEC-Owned Switch, AT&T will abide by the provisions set forth in Appendix xDSL of this Agreement, subject to the outcome of any agreed upon changes in the AT&T 13-State Line Splitting Collaborative/Change Management Process or any applicable state commission collaborative as set forth in sec. 1.2 above.

7.4 Intentionally Omitted.

7.5 Intentionally Omitted.

7.6 Intentionally Omitted.

7.7 Intentionally Omitted.

7.8 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE.

7.9 Intentionally Omitted.

7.10 Intentionally Omitted.

7.11 If connections to a collocation arrangement must be established or modified, then MCIm (or its Advanced Services Provider) will provide the CFA information appropriate to making such connections or modifications.

8. SERVICE QUALITY AND MAINTENANCE

8.1 Intentionally Omitted.

8.2 AT&T WISCONSIN will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a Line Splitting arrangement in accordance with the Appendix UNE and Appendix xDSL for that UNE or UNEs.

8.3 AT&T WISCONSIN is responsible for all testing, repair and maintenance of its facilities which includes all cross connects and AT&T WISCONSIN provided equipment. Except as provided herein, MCIm is responsible for all testing, maintenance, and repair of its physically and virtually collocated facilities and equipment according to the terms and conditions of the Appendix Collocation.

8.4 AT&T WISCONSIN and MCIm agree to coordinate in good faith any virtually collocated Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will AT&T WISCONSIN perform any virtually collocated Splitter testing, repair or maintenance that interrupts the flow of data to a MCIm customer without first coordinating with MCIm to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur. In no event will AT&T WISCONSIN have any obligation to test, maintain, or repair an MCIm owned, physically collocated Splitter.

8.5 Procedures and Access. AT&T WISCONSIN will provide resolution of MCIm-referred trouble tickets for Line Splitting at parity with the repair intervals AT&T WISCONSIN provides to other CLECs or any of its affiliates in WISCONSIN providing advanced services. When resolving such trouble tickets, AT&T WISCONSIN shall not rearrange or modify the Loop beyond the original service without prior notification to MCIm.

8.6 AT&T WISCONSIN will visually inspect all Central Office cross connects placed in association with Line Splitting orders.

9. SPLITTER OWNERSHIP AND RESPONSIBILITIES

9.1 The Parties agree that AT&T WISCONSIN shall have no obligation to provide MCIm with Splitters.

9.2 When MCIm is physically collocating, Splitters shall be installed in MCIm's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement.

9.3 When MCIm is virtually collocated, the Parties will follow the terms of Appendix Collocation or the Collocation tariff to install, provision, and maintain splitters.

9.4 AT&T WISCONSIN shall provide cross-connect (tie) cables from the collocation cage to the Carrier Facility Assignment (CFA) for splitter arrangement as provided in Appendix Collocation of this Agreement.

10. SPECTRUM MANAGEMENT

10.1 The Parties shall use spectrum management to manage the deployment in accordance with the standards set forth in Appendix xDSL of this Agreement.

11. PRICING

11.1 The applicable rates are as set forth in Appendix Pricing.

12. RESERVATION OF RIGHTS

12.1 The intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

APPENDIX
ACCESS TO ADVANCE INTELLIGENCE NETWORK (AIN) LAWFUL UNE

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APPENDIX ACCESS TO ADVANCE INTELLIGENCE NETWORK (AIN) LAWFUL UNE

1. INTRODUCTION

1.1 MCIm agrees that it does not wish to obtain AT&T WISCONSIN' Access to Advanced Intelligence Network ("AIN") Lawful unbundled Network Element to design and create its own AIN Service Software, and should MCIm wish to have such capability during the life of this Agreement, it will negotiate an appropriate amendment.

APPENDIX
COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by AT&T WISCONSIN and MCIm.

1.1 "Conversion of Service" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.

1.2 "Designated Installation" is defined as an installation of service occurring at a specific time of day as specified by MCIm.

2. CHC SERVICE DESCRIPTION

2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits MCIm to request a designated installation and/or conversion of service during, or after, normal business hours..

2.2 MCIm will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables MCIm to schedule and coordinate particular provisioning requirements with the AT&T WISCONSIN.

2.3 AT&T WISCONSIN may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.

2.4 Both Parties reserve the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts a Party's ability to provide its baseline service. Where time permits, the Party suspending CHC service will make every effort to notify the other Party when such unanticipated activities occur.

3. CHC PRICING

3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.

3.2 When MCIm orders CHC service, AT&T WISCONSIN shall charge and MCIm agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:

3.2.1 FCC No. 2 Access Services Tariff, Section 13.2.6 (c)[1]

3.3 In the event the AT&T WISCONSIN fails to meet a CHC Service commitment for reasons within the control of AT&T WISCONSIN, AT&T will not charge MCIm a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to MCIm, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if MCIm requests any change to an order with CHC Service including, but not limited to, AT&T WISCONSIN' inability to gain access to MCIm's end user's premises, or MCIm's /end user is not ready to proceed with the order, the CHC charge will apply and AT&T WISCONSIN is no longer obligated to ensure a CHC is on that order.

[1] AT&T WISCONSIN will not charge the additional labor rate in WISCONSIN until the effective non-recurring docket IL - 98-0396 is superceded by the Commission's order approving new non-recurring UNE rates.

APPENDIX
OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).

1.2 Intentionally Omitted.

1.3 Intentionally Omitted.

1.4 For purposes of this Appendix only, "Out of Exchange Traffic" shall be defined as those categories of traffic subject to compensation pursuant to Appendix Reciprocal Compensation and includes only such interLATA traffic as is exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

(i) Originates from an MCIm end user located in another ILEC's incumbent local exchange area and terminates to an AT&T WISCONSIN end user customer located in an AT&T WISCONSIN local exchange area or;

(ii) Originates from an AT&T WISCONSIN end user located in an AT&T WISCONSIN local exchange area and terminates to an MCIm end user customer located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

2.1 For purposes of this Appendix, MCIm intends to operate and/or provide telecommunications services outside of AT&T WISCONSIN incumbent local exchange areas and desires to interconnect MCIm's network with AT&T WISCONSIN's network(s).

2.2 Intentionally Omitted.

2.3 Other than as set forth in this Appendix, AT&T WISCONSIN's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which AT&T WISCONSIN is the ILEC under the Act.

3. NETWORK MANAGEMENT

3.1 The terms and conditions for network management, including CPN requirements, service levels, traffic management controls, reroutes, mass calling, quality of network connections and joint planning are set forth in Appendix NIM of this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

4.1 The Parties agree that AT&T WISCONSIN's originating traffic destined for MCIm end user customers in another ILEC's exchange will be delivered to MCIm's POI arrangements in an AT&T local exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in the Appendix NIM of this Agreement. The Parties agree that MCIm's traffic originating from another ILEC's exchange and destined for AT&T WISCONSIN end users will be delivered to MCIm's POI arrangements in the AT&T exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. When Out of Exchange Traffic exchanged between the end user customers of MCIm and AT&T WISCONSIN exceeds one DS1 (24 DS0s) to or from an AT&T WISCONSIN End Office, the Parties agree to establish a direct end office trunk group.

4.2 If MCIm is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, AT&T WISCONSIN agrees to route its originating Out of Exchange Traffic over existing trunks until such time as the new trunks are operational for a timeframe not to exceed 90 days. MCIm will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCIm's

failure to submit an ASR is due to a "facilities-not-available" situation, AT&T WISCONSIN will continue to route the traffic on existing trunks during the period in which the "facilities-not available" situation is being resolved. At such time that MCIm's trunks are operational, AT&T WISCONSIN's originating Out of Exchange traffic will be rerouted to MCIm's POI according to Section 4.1 above.

4.3 If MCIm is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, MCIm may route its originating Out of Exchange Traffic to AT&T WISCONSIN's End Office via a Third Party ILEC's Tandem until such time as the new trunks are operational, for a timeframe not to exceed 90 days. MCIm will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCIm's failure to submit an ASR is due to a "facilities-not-available" situation, MCIm will continue to route the traffic via a Third Party ILEC's Tandem during the period in which the "facilities-not available" situation is being resolved. At such time that MCIm's trunks are operational, MCIm's originating Out of Exchange traffic will be rerouted to MCIm's POI according to Section 4.1 above.

4.4 MCIm shall route originating Out of Exchange Traffic to the serving tandem as defined by the LERG.

4.5 Intentionally Omitted.

4.6 If any Out of Exchange Traffic is not properly routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem. This also includes traffic that is destined to End Offices that do not subtend AT&T WISCONSIN tandem. The Parties shall provide notice to each other pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the Party shall be given thirty (30) calendar days to cure such misrouting.

4.7 Intentionally Omitted.

4.8 Except as set forth in Section 4.3, MCIm may deliver traffic destined to terminate at AT&T WISCONSIN's End Office via a Third Party ILEC's Tandem solely as an overflow remedy. In no instance shall this arrangement be used to circumvent over utilization augments according to Appendix NIM. Nothing in this section shall require AT&T WISCONSIN to deliver traffic destined to terminate at MCIm's switch via a Third Party ILEC's Tandem.

4.9 Connection of a trunk group from MCIm to AT&T WISCONSIN's tandem(s) will provide MCIm accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).

4.10 AT&T WISCONSIN will open MCIm NPA-NXX codes, rated to or identified to reside in non-AT&T WISCONSIN exchange areas, in AT&T WISCONSIN Tandems and End Offices using standard industry practice and intervals.

5. INTERCARRIER COMPENSATION

5.1 Nothing in this Appendix is intended to affect compensation arrangements set forth in Appendix Reciprocal Compensation of this Agreement. Such compensation arrangements shall apply for OE-LEC traffic as defined in Section 1.4.

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9. INTERLATA SECTION 251(B)(5) TRAFFIC

9.1 The Parties will exchange InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T WISCONSIN will exchange such traffic using two-way direct final trunk groups (i) via a facility to MCIm's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the AT&T WISCONSIN exchange area covered under such InterLATA waiver, or (iv) any other mutually agreed upon method. If the exchange where the traffic is terminating is not an AT&T WISCONSIN exchange, AT&T WISCONSIN shall exchange such traffic using a two-way DF trunk group (i) via a facility to MCIm's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) any other mutually agreed upon method. AT&T WISCONSIN will not provision or be responsible for facilities located outside of AT&T WISCONSIN exchange areas.

9.2 The Parties agree that the associated traffic from each AT&T WISCONSIN End Office will not alternate route.

9.3 Intentionally Omitted

9.4 Except as otherwise provided in this Appendix, for MCIm originated/AT&T WISCONSIN terminated traffic or AT&T WISCONSIN originated/ MCIm terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

APPENDIX
TRANSIT TRAFFIC SERVICE

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APPENDIX TRANSIT TRAFFIC SERVICE

1. INTRODUCTION

1.1 This Transit Traffic Service Appendix ("Appendix") sets forth the rates, terms and conditions of AT&T WISCONSIN's Transit Traffic Service as a Transit Service Provider. AT&T WISCONSIN's Transit Traffic Service Appendix sets forth the provisions of interconnection services to other Telecommunications Service providers whereby the Telecommunications traffic does not originate with (or terminate to) the Transit Service Provider's End User Customer. Transit Traffic Service allows MCIm to exchange traffic with a Third Party Terminating Carrier to which it is not directly interconnected.

1.2 This Appendix incorporates the provisions of a transiting arrangement as it relates to AT&T WISCONSIN's provision of Transit Traffic Service as a Transit Service Provider to interconnected Competitive Local Exchange Carriers (CLECs) or to interconnected Out of Exchange Local Exchange Carriers (OE LECs) (*i.e*., carriers that interconnect with AT&T WISCONSIN's network but operate and/or provide Telecommunications Services outside of AT&T WISCONSIN's incumbent local exchange area).

1.3 Transit Traffic Service is a service provided by AT&T WISCONSIN to MCIm where MCIm is directly interconnected with an AT&T WISCONSIN Tandem. AT&T WISCONSIN neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Appendix, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, and 800 IntraLATA Toll Traffic (as defined in Sections 2.1 through 2.4 below) destined to the End User Customers of a Third Party Terminating Carrier (*i.e.,* Competitive Local Exchange Carriers, Incumbent Local Exchange Carriers, Commercial Mobile Radio Service (CMRS) providers or Out-of Exchange Local Exchange Carriers, but specifically excluding Interexchange Carriers) ("Third Party Terminating Carrier"), and is routed utilizing an AT&T WISCONSIN tandem switch where an AT&T WISCONSIN End User Customer is neither the originating nor the terminating party.

2. DEFINITIONS

2.1 "800 IntraLATA Toll Traffic" is defined as traffic that originates from MCIm's End User Customer that utilizes a dialing sequence that invokes toll-free, 800-like, service processing, that terminates to an End User Customer served by a Third Party Terminating Carrier, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). "800 IntraLATA Toll Traffic" includes but is not limited to calls placed to 800, 877, 888, ("8YY") NPA Service Access Codes (SAC).

2.2 "ISP-Bound Traffic" is as defined in Appendix Reciprocal Compensation.

2.3 "IntraLATA Toll Traffic" is defined as traffic exchanged between MCIm's End User Customers and the End User Customers of a Third Party Terminating Carrier which subtends an AT&T WISCONSIN Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's End User Customer, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Appendix, traffic between MCIm's End User Customers that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the End User Customer of a Third Party Terminating Carrier that is within the AT&T WISCONSIN local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.

2.4 "Section 251(b)(5) Traffic" is as defined in Appendix Reciprocal Compensation, with the addition that for Section 251(b)(5) Traffic exchanged between MCIm's End User Customers and the End User

Customers of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).

2.5 "Third Party Originating Carrier" means a Telecommunications Carrier (*e.g.*, Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OE-LEC)) that originates Transit Traffic that transits AT&T WISCONSIN's network and is delivered to MCIm.

2.6 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when MCIm uses AT&T WISCONSIN's Transit Traffic Service (*e.g.*, Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OELEC)).

2.7 "Transit Service Provider" means AT&T WISCONSIN when providing its Transit Traffic Service.

2.8 "Transit Traffic" means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service.

3. RESPONSIBILITIES OF THE PARTIES

3.1 Intentionally omitted.

3.2 AT&T WISCONSIN will provide MCIm with AT&T WISCONSIN's Transit Traffic Service to deliver Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic to all Third Party Terminating Carriers with whom AT&T WISCONSIN is interconnected in the LATA, or outside of the LATA when a LATA boundary waiver exists.

3.3 A Transit Traffic Service rate applies to all traffic that originated on MCIm's network, transits AT&T WISCONSIN's network and terminates to a Third Party Terminating Carrier's network. The Transiting rate is only applicable when calls do not originate with (or terminate to) an AT&T WISCONSIN End User Customer.

3.4 MCIm shall route appropriate traffic (i.e., only traffic to End Offices that subtend that Tandem or Transit Traffic) to the respective AT&T WISCONSIN Tandems on the Trunk Groups defined below. AT&T WISCONSIN shall route appropriate traffic to MCIm switches on the Trunk Groups defined below.

3.5 The rates that AT&T WISCONSIN shall charge MCIm for the Transit Traffic Service is outlined in Section 4.0, below.

3.6 MCIm has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to AT&T WISCONSIN for transiting to such Third Party Terminating Carriers. In no event will AT&T WISCONSIN have any liability to MCIm or any Third Party if MCIm fails to enter into such traffic compensation arrangements. In the event MCIm originates traffic that transits AT&T WISCONSIN's network to reach a Third Party Terminating Carrier with whom MCIm does not have a traffic compensation arrangement, then MCIm will indemnify, defend and hold harmless AT&T WISCONSIN against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T WISCONSIN will bill their respective charges directly to MCIm. AT&T WISCONSIN will not be required to function as a billing intermediary, *e.g.* clearinghouse. Under no circumstances will AT&T WISCONSIN be required to pay any termination charges to the Third Party Terminating Carrier.

3.7 MCIm shall not charge AT&T WISCONSIN when AT&T WISCONSIN provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to MCIm.

3.8 Each Party to this Appendix will be responsible for the accuracy and quality of its data submitted to the other Party.

3.9 MCIm will be responsible for sending the Calling Party Number (CPN) for calls originating on its network and passed to the network of a Third Party Terminating Carrier from AT&T WISCONSIN

serving as the Transit Traffic Provider. Where AT&T WISCONSIN is providing the Transit Traffic Service as defined in Section 1.3 above, AT&T WISCONSIN will pass the Calling Party Number (CPN), if it is received from MCIm. If the CPN is not received from the MCIm, AT&T WISCONSIN can not forward the CPN and MCIm will indemnify, defend and hold harmless AT&T WISCONSIN from any and all Losses arising out of the failure of any traffic transiting AT&T WISCONSIN's network to have CPN.

3.10 When AT&T WISCONSIN, operating as a Transit Service Provider, transits Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic to MCIm from a Third Party Originating Carrier, AT&T WISCONSIN agrees to pass the originating CPN information to MCIm as provided by the Third Party Originating Carrier.

3.11 For all Transit Traffic as defined in Section 2.15 above, MCIm shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If AT&T WISCONSIN or Third Party Terminating Carrier identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, MCIm agrees to cooperate to investigate and take corrective action. If MCIm is passing CPN but AT&T WISCONSIN or Third Party Terminating Carrier is not properly receiving information, MCIm will work cooperatively to correct the problem

3.12 MCIm shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating Feature Group D traffic ("FGD"), AT&T WISCONSIN will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by MCIm wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.13 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of MCIm from AT&T WISCONSIN serving as the Transit Traffic Provider. Where AT&T WISCONSIN is providing a Transit Traffic Service as defined in Section 2.0 above, AT&T WISCONSIN will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T WISCONSIN can not forward the CPN; therefore, MCIm will indemnify, defend and hold harmless AT&T WISCONSIN from any Losses. according to Section 3.7 above. If AT&T WISCONSIN or MCIm identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, MCIm agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but AT&T WISCONSIN or MCIm is not properly receiving information, MCIm will work cooperatively to correct the problem.

3.14 MCIm agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T WISCONSIN, as the Transit Service Provider will not be obligated to pay for Transit Traffic as the default originator.

4. TRANSIT TRAFFIC RATE APPLICATION

4.1 The Transit Traffic Services rate applies to all Minutes of Use ("MOUs") when MCIm sends Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic to a Third Party Terminating Carrier's network through AT&T WISCONSIN's tandem switch where an AT&T WISCONSIN End User Customer is neither the originating nor the terminating party. MCIm agrees to compensate AT&T WISCONSIN operating as a Transit Service Provider as defined in Section 1.3 at the applicable rates set forth in Appendix Pricing and as specified in Section 4.2 below.

4.2 Rate Elements - the following rate elements apply, but the corresponding rates are specified in Appendix Pricing:

4.2.1 Tandem Switching - Compensation for the use of AT&T WISCONSIN's Tandem Switch, and

4.2.2 Tandem Switched Transport - compensation for the transmission facilities between AT&T WISCONSIN's local tandem and the end offices subtending that tandem, which is assessed as

4.2.2.1 Tandem Transport per minute of use, and

4.2.2.2 Tandem Transport Facility.

5. TRANSIT TRAFFIC ROUTING

5.1 Where AT&T WISCONSIN has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, MCIm's originated Section 251(b)(5) Traffic and ISP-Bound Traffic utilizing AT&T WISCONSIN's Transit Traffic Service will be routed via AT&T WISCONSIN's Local Tandem Switches, but not at or through any AT&T WISCONSIN Access Tandem Switches.

5.2 Where AT&T WISCONSIN has a Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, MCIm originated Section 251(b)(5) Traffic or ISP-Bound Traffic utilizing AT&T WISCONSIN's Transit Traffic Service will be routed via the appropriate AT&T WISCONSIN Local/IntraLATA Tandem Switch or Local /Access Tandem Switch.

5.3 Where AT&T WISCONSIN has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, MCIm originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T WISCONSIN's Transit Traffic Service will be routed via AT&T WISCONSIN's Access Tandem Switches, but not at or through any AT&T WISCONSIN Local Tandem Switches.

5.4 Where AT&T WISCONSIN has a combined Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, MCIm originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T WISCONSIN's Transit Traffic Service will be routed via the appropriate AT&T WISCONSIN Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.

5.5 Upon written notification from AT&T WISCONSIN of misrouting of Transit Traffic by MCIm as identified above, MCIm will take appropriate action and correct such misrouting within a reasonably practical period of time no longer then 60 days after receipt of notification of such misrouting.

6. DIRECT TRUNKING REQUIREMENTS

6.1 When Transit Traffic from MCIm through the AT&T WISCONSIN Tandem to another Local Exchange Carrier, CLEC or wireless carrier requires twenty-four (24) or more trunks, upon AT&T WISCONSIN written request, MCIm shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. MCIm shall route Transit Traffic via AT&T WISCONSIN's Tandem switches, and not at or through any AT&T 12-STATE End Offices. Once this trunk group has been established, MCIm agrees to cease routing Transit Traffic through the AT&T WISCONSIN Tandem to the Third Party Terminating Carrier, unless the parties mutually agree otherwise.

7. RESERVATION OF RIGHTS

7.1 AT&T WISCONSIN's agreement to include transit terms and conditions in this Agreement does not waive, and AT&T WISCONSIN expressly reserves its right to assert in proceedings other than PSCW Docket No. 05-MA-138 (including any docket opened for the purpose of approving the agreement that results from the proceedings in PSCW Docket No. 05-MA-138), or any appeals thereof, AT&T WISCONSIN's position that the Act does not require incumbent local exchange carriers to provide transit service or to negotiate transit terms and conditions for inclusion in an interconnection agreement. MCIm continues to dispute AT&T WISCONSIN's contention that the Act does not require local exchange carriers to provide transit service or to negotiate transit terms and conditions for inclusion in an interconnection agreement, and MCIm expressly reserves its rights to assert that position in WISCONSIN and elsewhere.

AMENDMENT
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION, INTERCONNECTION AND TRUNKING TERMS

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Amendment") is applicable to this and any future Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas or Wisconsin and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter "ILEC") in the above listed states and MCImetro Access Transmission Services LLC (including those Agreements held by MCIm as successor in interest to Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., Intermedia Communications LLC) and any of its future affiliates or subsidiaries which are a competitive Local Exchange Carrier (hereinafter "CLEC") in: California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut ("13-State Region") through the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" ("MFN") rights; but only to the extent that any such future CLEC affiliate or subsidiary (i) is operating as a competitive Local Exchange Carrier in ILEC's territory in the 13-State Region and (ii) is interconnected and exchanging traffic with ILEC as a competitive Local Exchange Carrier. The Parties acknowledge and agree that CLEC has competitive Local Exchange Carrier affiliates that, in addition to operating as a competitive Local Exchange Carrier, operate as an incumbent Local Exchange Carrier or in some other Non-CLEC capacity ("Non-CLEC Operations"). The Parties agree that nothing in this Amendment is intended to bind CLECs future competitive Local Exchange Carrier affiliates or subsidiaries in any manner for such Non-CLEC Operations. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICA that are addressed in this Amendment and also incorporate the terms of this Amendment in future interconnection agreements between the Parties in such states through the Termination Date; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-bound, Section 251(b)(5) and other compensable traffic including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and

WHEREAS, the Parties agree that they can identify ISP-bound traffic through the use of billing and other technical information rather than by means of the ratio set forth in the FCC's ISP Remand Order.

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

1. The term of this Amendment shall commence on August 1, 2007[1] ("Effective Date") and shall continue until July 31, 2009. Thereafter, this Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days' written notice to the other Party (collectively, the "Termination Date"). As of the Effective Date, this Amendment terminates and supersedes in its entirety a certain "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" and a certain Implementation Letter both entered into by the Parties on May 1, 2007.

    1.1 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICA. This

[1] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement"), in the event that any other telecommunications carrier should adopt the Parties' ICA and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after August 1, 2007, it is AT&T's position that such adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this amendment prospectively beginning from the date that the MFN provisions become effective between ILEC and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further AT&T's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through the Termination Date, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. However, if the underlying ICA or interconnection agreement expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through the Termination Date.

2. Except as provided in Section 3 below, during the term of this Amendment period, August 1, 2007 through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. If, during the term of this Amendment, CLEC adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from August 1, 2007 through the Termination Date. If the ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, CLEC or its Affiliate(s) may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.

3. Notwithstanding the provisions of Sections 2 or 18 or anything else herein, during the period from August 1, 2007 through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' ICAs in effect during the term of this Amendment with respect to any intercarrier compensation, POIs or trunking requirements that are subject to this Amendment; provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or *In the Matter of IP Enabled Services,* WC Docket 04-36 ("FCC Order"), the affected provisions of this Amendment relating

to reciprocal compensation, Total Compensable Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s), provided, however, that the rates, terms and conditions ultimately ordered by a state commission in the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as set forth in this Section 3 with respect to reciprocal compensation, Total Compensable Traffic (as defined herein), POIs and trunking requirements provisions, during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this Amendment (as set forth in Section 17.5 below) and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 3.

4. **POI Requirements**

4.1 In order to qualify for receipt of compensation for Virtual FX traffic as defined in Section 14.4.1 of this Amendment at the rates provided in the Rate Schedule, attached hereto and made a part hereof as Exhibit B, CLEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 4 through 6 of this Amendment.

4.2 Compliance with the provisions of this Amendment shall be on a local calling area by local calling area basis, which means that CLEC's eligibility to receive reciprocal compensation for Virtual FX traffic as defined in Section 14.4.1 of this Amendment shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Sections 4 through 6 of this Amendment.

4.3 CLEC will exert commercially reasonable efforts in each ILEC state to establish a physical POI in each mandatory local calling area in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing

Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC companies).

4.3.1 In California, Nevada, Connecticut, Michigan, Ohio, Indiana, Illinois and Wisconsin, the Parties agree that Section 4 is satisfied, as to all sub-tending end offices and rate centers in which CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate local or access tandem serving, or at any mutually agreed end office within the rate center.

4.3.2 In Arkansas, Missouri, Kansas, Oklahoma and Texas, the Parties agree that Section 4 is satisfied, as to all sub-tending end offices and rate centers where CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate tandem, if applicable, or any mutually agreed end office within the local exchange area.

4.4 When establishing a POI required under Section 4 of this Amendment, the Parties agree:

4.4.1 CLEC may utilize existing interconnection arrangements at existing POIs, including the mid-span fiber meet architecture in service or being currently jointly planned; or

4.4.2 CLEC may utilize its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CLEC has spare fiber cable in an existing collocation space, CLEC may establish interconnection by terminating such fiber cable to an ILEC fiber optic terminal (FOT). This fiber cable handoff from CLEC's collocation facility to an ILEC FOT shall be in accordance with the applicable collocation provisions in the ICA, interconnection agreement or state tariff. If there are no provisions in the ICA, interconnection agreement or state tariff, then the fiber cable hand-off will be as mutually agreed upon by the Parties; or

4.4.3 CLEC may utilize new, mutually agreed upon, mid-span fiber meets, where CLEC will connect to the ILEC FOT by providing fiber cable at the last entrance (or agreed upon) manhole outside of the tandem, or at the last entrance (or agreed upon) manhole outside of an end office in the rate center where the Parties agree to interconnection at an end office; or

4.4.4 CLEC may utilize its existing facilities or the existing facilities of CLEC's interexchange carrier affiliate(s) (IXC), at the AT&T serving wire center locations where CLEC or its IXC have a facilities presence for switched and/or dedicated access traffic; or

4.4.5 CLEC may purchase Special Access or switched dedicated access transport facilities and services from ILEC as provided for in Section 4.8; or

4.4.6 CLEC may utilize the transport facilities from a third party; or

4.4.7 CLEC may utilize any other arrangement that the Parties may agree meets the requirements of Section 4.

4.5 The Parties acknowledge that CLEC is currently operating under multiple ICAs in certain states in the AT&T-13-state region. Therefore, when establishing a POI required by Section 4, ILEC will allow CLEC to establish local interconnection trunk groups to transport 251(b)(5) Traffic, ISP-bound Traffic and/or intraLATA traffic utilizing any of CLEC's facilities; provided, however, that CLEC must utilize a separate trunk group on the facility for traffic exchanged under each separate ICA in a state and may not combine traffic from more than one ICA on any trunk group. If CLEC has multiple switches in a LATA operating under a single ICA, CLEC may establish local interconnection trunk groups to transport local and/or intraLATA traffic utilizing the facilities of any CLEC's multiple switches in a LATA; provided, however, that traffic from each CLEC switch will be routed over a separate trunk group on the facility. ILEC will also allow CLEC to establish local interconnection trunk groups to transport local and/or intraLATA traffic utilizing the access facilities of CLEC's IXC affiliate(s); provided, however, that CLEC must utilize a separate trunk group on the facility for traffic exchanged under each separate ICA in a state and may not combine traffic from more than one ICA on any trunk group. CLEC may not combine local interconnection and inter-exchange access traffic over the same trunk group.

4.6 Where CLEC and ILEC have an existing interconnection architecture that meets the POI requirements described above, this existing interconnection architecture cannot be changed (including without limitation the elimination or decommissioning of a POI) without the mutual agreement of both Parties. However, subject to Sections 4.2 and 4.3 above, the Parties agree that CLEC may decommission a POI in the event that traffic exchanged through that POI is less than a T1 for three consecutive months, provided, however, CLEC must maintain a POI in each LATA in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC

companies). CLEC must provide ILEC thirty (30) days prior written notice before decommissioning any POI.

4.7 When a new POI is established under Section 4, ILEC shall be responsible for the provisioning of facilities on its side of the POI and CLEC shall be responsible for the provisioning of facilities from its side of the POI back to the CLEC facilities and network.

4.8 When CLEC establishes a POI by purchasing Special Access facilities and services or switched dedicated access transport facilities and services from ILEC, these facilities shall be considered available for local interconnection trunks; provided, however, that CLEC shall be responsible for the ordering and cost. CLEC may purchase these facilities and services out of the ILEC's intrastate access tariffs or interstate access tariffs, access contracts or other access pricing plans as authorized by the FCC. Except as provided in Section 4.8.1 below, CLEC will submit orders to the applicable ILEC Access Service Center (ASC) and the orders will be governed by the ordering and provisioning terms of the applicable FCC Access tariff.

4.8.1 Where CLEC establishes a new POI by purchasing Special Access facilities from ILEC, the Parties agree that where facilities exist between the new POI to be established and an existing CLEC POI, the new POI may be established as a "Billing POI" by utilizing existing facilities without physically moving trunks onto a newly established dedicated facility. When establishing such a "Billing POI", the CLEC will issue an order to the applicable ILEC ASC for its use of bandwidth on the existing facility, if the facilities were to be installed. In this manner, the Parties agree that new facilities need not be physically established and any ordering and installation and engineering charges shall not apply.

4.8.2 The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in this Section 4.8 are provided by ILEC, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable ICA or interconnection agreement, regardless of the time limits contained therein.

5. During the term of this Amendment, CLEC may order and ILEC will provide, where facilities are available, sufficient dedicated services or facilities as referenced in Section 4.8 to the nearest existing CLEC POI in the Local Access and Transport Area (LATA). ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the CLEC POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing ICA or

interconnection agreement. Trunking services or facilities will be established prior to exchanging live traffic and the Parties agree to abide by the trunk engineering/administration guidelines as stated in the ICA or interconnection agreement.

6. When interconnecting at ILEC's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

7. The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

   7.1 The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a tandem serving area such that the DEOT does not fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas for two consecutive months. To determine the 70% threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the tandem serving area that CLEC has interconnection into. ILEC will be responsible for the provisioning of the DEOTs to the POI and CLEC shall be responsible for making facility assignments at the POI for the DEOTs to be connected to CLEC's transport facilities from the POI back to CLEC's network. If, upon request by ILEC, CLEC does not make the appropriate facility assignments which causes the DEOT to fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas, ILEC shall be entitled to withhold reciprocal compensation from the particular local calling area. Where the traffic in the tandem serving area does not exceed 144 trunks to justify DEOT at the 70% level, this paragraph shall not apply in such tandem serving area. Where the traffic does exceed 144 trunks to justify DEOT at the 70% level, this paragraph applies to all trunks in that tandem serving area.

8. Under no circumstances will CLEC be penalized for non-compliance with the POI and DEOT requirements if such non-compliance results from ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).

9. The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-

way trunks to two-way trunks via a mid-span fiber meet architecture as described in Appendix NIM or Network of the applicable ICA or interconnection agreement or, the AT&T-13 STATE Generic Agreement if an Appendix NIM or Network, or a similarly named network appendix, is not contained in said ICA or interconnection agreement. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. ILEC agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

10. When establishing a new POI in an Existing Local Calling Area, CLEC will notify its ILEC Account Manager of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month transition period by letter to the ILEC Account Manager for CLEC. This 90 day notice is intended to give both Parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.

11. When establishing a POI in a New Local Calling Area, CLEC will notify its ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.

12. Upon expiration of this Amendment, CLEC and ILEC agree to evaluate whether to add or eliminate POIs to create an effective post-Amendment architecture. Both Parties will cooperate in adding or eliminating POIs so long as they are consistent with the then effective ICA or interconnection agreement concerning interconnection between the Parties.

13. **Classifications of Traffic**

13.1 Definitions.

"Section 251(b)(5) Traffic" shall mean the traffic that is lawfully compensable under Section 251(b)(5) of the Act as of the Effective Date of this Amendment. For purposes of this Amendment Section 251(b)(5) Traffic shall include mandatory extended area service calls and metropolitan calling area calls (as approved by the applicable Commission as of the Effective Date).

"ISP-Bound Traffic" shall mean any ISP traffic that, as of the Effective Date of this Amendment, is lawfully compensable under the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (released April 27, 2001) ("ISP Remand Order") and the subsequent FCC CoreCom order, FCC 04-241,WC Docket No. 03-171 (released October 18, 2004) granting forbearance from enforcing certain provisions of the ISP Remand Order related to growth caps and the new markets rule.

"Total Compensable Traffic" shall mean the combination of Section 251(b)(5) and ISP-Bound Traffic exchanged by the Parties pursuant to the ICA and the combination of Section 251(b)(5) and ISP-Bound Traffic that originates from or terminates to a CLEC end user which is provided local telephone service (dialtone) via ILEC end office switching provided to CLEC by ILEC on a non-resale, wholesale basis pursuant to the Local Wholesale Complete ("LWC") agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005) or any successor agreements to the Local Wholesale Complete and 271 Local Switching agreements that may be entered into by the Parties prior to the Termination Date.

"Intercarrier Traffic" includes Section 251(b)(5) Traffic, ISP-Bound Traffic, transited traffic, intraLATA toll, mandatory EAS, optional Extended Area Service (EAS) and Metropolitan Calling Area (MCA) traffic exchanged by the Parties pursuant to the ICAs and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005) or any successor agreements to the Local Wholesale Complete and 271 Local Switching agreements that may be entered into by the Parties prior to the Termination Date. The terms "transited traffic," "intraLATA toll," "mandatory EAS" "optional EAS traffic" and "Metropolitan Calling Area" will have the meaning ascribed to them in the underlying ICAs and future interconnection agreements. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.

14. **Compensation**

14.1 The Parties shall compensate each other for all Total Compensable Traffic in accordance with the terms of this Section 14.

14.2 Intentionally Omitted.

14.3 CLEC-Originated Traffic. ILEC shall bill CLEC, for all CLEC-originated Total Compensable Traffic at the state-specific rates set forth in Exhibit A of this Amendment.

14.4 ILEC-Originated Traffic. CLEC shall bill ILEC for all ILEC-originated Total Compensable Traffic at the state-specific rates set forth in Exhibit B of this Amendment. The Parties agree that the Exhibit B rates were calculated based on a CLEC-specific traffic study conducted by ILEC to determine the proportion of ISP-Bound Traffic and 251(b)(5) Traffic originated by ILEC and terminated by CLEC.[2]

[2] In the event that any telecommunications carrier should adopt this ICA, which includes this Amendment, pursuant to Section 252(i) of the Act ("Adopting CLEC"), it is ILEC's position that the Adopting CLEC shall bill ILEC for all ILEC-originated Section 251(b)(5)

14.4.1 If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic, referred to as Virtual Foreign Exchange (Virtual FX) traffic, shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Total Compensable Traffic for purposes of compensation provided however, that such end users must both be located within the same LATA.

14.5 Intrastate Access Rates. For intrastate intraLATA toll traffic, exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005) or any successor agreements to the Local Wholesale Complete and 271 Local Switching agreements that may be entered into by the Parties prior to the Termination Date compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located.

Traffic at the state specific rates in Exhibit A, and for ISP-Bound Traffic at the ISP rate of $.0007 unless and until ILEC conducts a traffic study to determine the percentage of ILEC originated ISP Bound/251(b)(5) Traffic transported and terminated by Adopting CLEC and the ILEC and Adopting CLEC reach agreement on single state-specific rates and amend this Amendment in accordance with procedures set forth in Section 14.7 and Exhibit C. It is ILEC's position that for ISP-Bound Traffic ILEC and Adopting C LEC will use the FCC's rebuttable presumption as described in the underlying ICA. If the underlying ICA does not have rebuttable presumption language, it is ILEC's position that the following language shall apply to Adopting CLEC: (a) The parties agree that the FCC established a rebuttable presumption that all minutes of use exceeding a 3:1 Terminating to Originating Ratio are ISP-bound Traffic subject to the compensation. Specifically, all 251(b)(5) Traffic (which includes traffic exchanged where Adopting CLEC is using end office switching provided to Adopting CLEC by ILEC on a non-resale, wholesale basis pursuant to a Local Wholesale Complete agreement) and ISP-bound Traffic that is terminated by one party for the other party pursuant to the ICA between ILEC and Adopting CLEC within any month in excess of an amount (measured by total minutes of use) that is three times the traffic that is terminated by the other party pursuant to the ICA between ILEC and Adopting CLEC within that month shall be presumed to be ISP-bound Traffic. (b) Both ILEC and Adopting CLEC have the right to rebut the 3:1 ISP presumption and determine actual ISP-bound traffic by any means mutually agreed by the parties, or by any method approved by the applicable regulatory agency, including the Commission. If a party seeking to rebut the presumption and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval. For avoidance of doubt, ILEC and CLEC agree that this Footnote 2 has no force or effect between ILEC and CLEC and is intended by ILEC to apply only to Adopting CLECs.

14.6 Intercarrier Traffic. The Parties agree that the rates, terms and conditions for Intercarrier Traffic other than Total Compensable Traffic are as set forth in the applicable ICA, agreements, and/or tariff.

14.7 Notwithstanding anything to the contrary in this Amendment, either Party may, after this Amendment has been in effect for six (6) months, request that the Parties conduct traffic studies to determine the proportions of ISP-Bound Traffic and Section 251(b)(5) Traffic terminated by each Party. Upon such request, the Parties shall conduct and exchange traffic studies in accordance with the methodology set forth in Exhibit C of this Amendment. Upon completion of such studies, the Parties shall execute an amendment to this Amendment to reflect their agreement to use the resulting proportions of ISP-Bound Traffic and Section 251(b)(5) Traffic from the new studies (and the corresponding state-specific single rates) to compensate each other prospectively for Total Compensable Traffic for the remainder of the term of this Amendment. If the Parties cannot agree upon the appropriate proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic, either Party may take appropriate action at the state Commission pursuant to section 252 of the Act to seek appropriate compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic. If a Party takes such action at the applicable state Commission, the Parties agree to use such proportion and/or methodology approved by the state Commission as of the date of the Commission approval and, in addition, the Commission-ordered proportion/methodology shall be utilized to determine the true-up as described below. During the pendency of any such proceedings to alter the proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic, CLEC and ILEC will remain obligated to pay based on the current proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic, subject to a true-up. Upon conclusion of a state Commission proceeding to determine the appropriate proportion/methodology, the Parties shall use the results of the state Commission proceeding and true-up of any amounts paid on ISP-Bound Traffic and Section 251(b)(5) Traffic retroactive back to the date a Party first sought appropriate relief from the Commission to reflect the revised proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic as ordered by the state Commission.

15. Intentionally Omitted.

16. Intentionally Omitted.

17. Intentionally Omitted.

18. Reservation of Rights

18.1 Intentionally Omitted.

18.2 The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.

18.3 The Parties continue to disagree as whether CLEC is required to establish a physical POI in each local calling area. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that CLEC must or must not establish a POI in each local calling area. Therefore, CLEC's establishment of a physical POI in each local calling area under the Amendment shall not be construed as agreement by CLEC that physical POIs are required to be established in each local calling area, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment physical POIs will be established as set forth in this Amendment.

18.4 Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

18.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415

(D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions").

19. **Additional Terms and Conditions**

19.1 This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.

19.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICA or interconnection agreement. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

19.3 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

19.4 The terms contained in this Amendment and its Exhibits A, B and C constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.

19.5 The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.

19.6 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

19.7 This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties on August 1, 2007 (the Effective Date).

MCImetro Access Transmission Services LLC	AT&T Operations, Inc. as authorized agent for Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas and AT&T Texas, The Southern New England Telephone Company d/b/a AT&T Connecticut, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
Signature:	Signature:
Name: **Peter H. Reynolds** Print or type	Name: EDDIE A. REED JR. Print or type
Title: Director	Title: Director – Contract Management
Date: Oct 29, 2007	Date: 11-1-07

EXHIBIT A

		Arkansas	**Kansas**	**Oklahoma**	**Missouri**[3]
End Office Switching	Zone 4	n/a	n/a	n/a	$0.002391
	Zone 3	$0.001310	$0.001310	$0.003800	$0.002807
	Zone 2	$0.001690	$0.001690	$0.002516	$0.001949
	Zone 1	$0.002530	$0.002530	$0.002268	$0.001620
Tandem Switching		$0.000789	$0.000789	$0.000956	$0.001231
Common Transport Termination	Zone 4	n/a	n/a	n/a	$0.000132
	Zone 3	$0.000157	$0.000157	$0.000266	$0.000246
	Zone 2	$0.000171	$0.000171	$0.000282	$0.000232
	Zone 1	$0.000196	$0.000196	$0.000499	$0.000155
	Interzone	$0.000186	$0.000186	$0.000147	$0.000271
Common Transport Facility	Zone 4	n/a	n/a	n/a	$0.0000008
Per Minute per Mile	Zone 3	$0.000001	$0.000001	$0.000008	$0.0000117
	Zone 2	$0.000003	$0.000003	$0.000049	$0.0000057
	Zone 1	$0.000006	$0.000006	$0.000027	$0.0000016
	Interzone	$0.000001	$0.000001	$0.000002	$0.0000030
		California	**Nevada**	**Michigan**	
End Office Call Set-Up		$0.001448	$0.003110	$0.000622	
End Office Call Duration		$0.001360	$0.002506	$0.000521	
Tandem Switching Set-Up		$0.000629	$0.002658	$0.000322	
Tandem Switching Duration		$0.000453	$0.001261	$0.000337	
Common Transport (Fixed)/Tandem Term Set-up		$0.001251	$0.000305	$0.000077	
Tandem Term Duration		n/a	n/a	$0.000081	
Common Transport (Variable) (per mou per mile)		$0.000021	$0.000019	$0.000001	
		Illinois	**Indiana**	**Ohio**	**Wisconsin**
End Office Switching		$0.003746	$0.004097	$0.003600	$0.004241
Tandem Switching		$0.001072	$0.000307	$0.000623	$0.000704
Tandem Transport Termination		$0.000201	$0.000102	$0.000146	$0.000188
Tandem Transport Facility Mileage (per mou per mile)		$0.000013	$0.000005	$0.000006	$0.000014
Texas					
Call Set-Up		$0.0010887			
Duration		$0.0010423			
Connecticut					
End Office Served Rate		$0.003576			
Tandem Served Rate		$0.005560			

[3] The Parties agree that in accordance with Missouri Public Service Commission Case No. TO-92-306, the intercompany compensation for MCA traffic shall be bill and keep. Therefore, the Parties agree that ILEC shall not bill CLEC for any CLEC originated MCA traffic.

EXHIBIT B

State	Rate [4]
Arkansas	$0.000881
California	
Set Up	$0.000229
Duration	$0.000877
Connecticut	$0.001186
Illinois	$0.001188
Indiana	$0.001196
Kansas	$0.000880
Michigan	
Set Up	$0.000104
Duration	$0.000693
Missouri (70% MCA)[5]	$0.000282
Nevada	
Set Up	$0.000547
Duration	$0.001031
Ohio	$ 0.001142
Oklahoma	$ 0.001037
Texas	
Set Up	$0.000152
Duration	$0.000748
Wisconsin	$0.001242

[4] The Parties agree that the Exhibit B rates are based on the following:

- Eighty-six percent (86%) ISP-Bound traffic and fourteen percent (14%) 251 (b)(5) Traffic.
- A rate of $0.0007 was used for ISP-Bound Traffic and the state-specific rates set forth in Exhibit A were used for 251(b)(5) Traffic (70% at the state-specific end office rate and 30% at the state-specific tandem rates).
- Where zone measurement is applicable, the Zone 2 rates set forth in Exhibit A were used.
- Where a common transport mileage charge is applicable, a common transport mileage charge of 15 miles was used.

[5] The Parties agree that in accordance with Missouri Public Service Commission Case No. TO-92-306, the intercompany compensation for MCA traffic shall be bill and keep. Therefore, the rate contained in the matrix reflects, based on a traffic study exchanged by the Parties, that 70% of the traffic sent by ILEC to CLEC was MCA traffic and subject to bill and keep.

EXHIBIT C

TRAFFIC STUDY METHODOLOGY

1. Each Party shall conduct a study of its originating traffic terminated to the other Party's end users in order to identify the amount of ISP-Bound Traffic and Section 251(b)(5) Traffic.

2. The study shall cover a one-month period to be agreed upon by the Parties.

3. The studies shall cover each of the 13 states in the legacy SBC operating territory. The Parties shall compile the data on a state-by-state basis and shall exchange data when study for any given state is complete.

4a. CLEC shall use: (i) originating switch recordings for CLEC's originating facilities-based traffic and (ii) EMI Category 10 local originating records for CLEC's traffic originated from CLEC's Local Wholesale Complete end users.

4b. ILEC shall use its originating switch records.

5. To identify ISP-Bound Traffic, the Parties shall use the following criteria: (i) called telephone numbers with average "hold times" of 20 or more minutes (determined by adding minutes/seconds/tenths-of-seconds for all calls to a particular number and dividing by total number of calls to that number and rounding up to the nearest full minute); and (ii) individual telephone numbers must be called a minimum of 200 times during the study period (calls need not originate from the same number).

6. Calls not meeting the criteria set forth in Section 5 shall be presumed to be Section 251(b)(5) Traffic.

7. For those calls that do meet the criteria in Section 5, each Party shall further validate that the calls are ISP-bound by dialing the numbers individually to determine if answered by an ISP modem. Calls that do not reach an ISP modem shall be presumed to be Section 251(b)(5) Traffic.

8. Intentionally Omitted.

9. In providing the results of its study to other Party, each Party shall provide the following detail:

- State
- Traffic Month reported on
- Total Terminating Minutes for study period
- Total Number of Terminating Minutes and Calls meeting criteria for being classified as ISP-Bound Traffic for study period
- Calling and Called Telephone Numbers for calls classified as ISP-Bound Traffic

10. If either Party desires to rebut the results of the other Party's study, it shall provide its own analysis and the Parties shall reconcile any differences in the studies.

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN AND MCIMETRO ACCESS TRANSMISSION SERVICES LLC

This Amendment amends the Interconnection Agreement by and between Wisconsin Bell, Inc.[1] d/b/a AT&T Wisconsin ("AT&T Wisconsin") and MCImetro Access Transmission Services LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Wisconsin.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 7/18/2007 (the "Agreement"); and

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a Six Month Review for the purpose of determining whether to modify the current Commission-approved/ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Six Month Review"); and

WHEREAS, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measurements attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. 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.
4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

[1] Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). Provided however, the revised performance measures and remedies of the new Appendix Performance Measurements shall be implemented as of December 1, 2007 for performance beginning with December 2007 results.

6. Reservation of Rights. 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.

MCImetro Access Transmission Services LLC

By: _____

Printed: **Peter H. Reynolds**

Title: Director
(Print or Type)

Date: June 11, 2008

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

By: _____

Printed: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements
(Print or Type)

Date: 6-16-08

UNE OCN# *7229*
RESALE OCN# *7423*
FACILITIES-BASED OCN# *7229*
ACNA *WUA*

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 AT&T MIDWEST REGION 5-STATE means the AT&T ILECs as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T MIDWEST REGION 5-STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this interconnection agreement.

1.2 Performance Measurements means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results, except for Michigan, where these measurements will be in effect with the first full month of performance after Commission approval of the measures.

1.3 AT&T Midwest Remedy Plan means the first remedy plan filed for State Commission review and approved in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results, except for Michigan, where the remedy plan will be in effect with the first full month of performance after Commission approval of the plan.

1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the Parties.

1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, to which no Party has objected, shall be automatically incorporated into this Interconnection Agreement by reference in the first full month following the effective data of the Commission's order, or as otherwise agreed by the Parties.

1.6 AT&T MIDWEST REGION 5-STATE's agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. AT&T MIDWEST REGION 5-STATE and CLEC agree that CLEC may not use the existence of this Plan as evidence that AT&T MIDWEST REGION 5-STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T MIDWEST REGION 5-STATE conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance measurements plan agrees that AT&T MIDWEST REGION 5-STATE's performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.7 Nothing herein shall be interpreted to be a waiver of AT&T MIDWEST REGION 5-STATE's right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages and remedy plan.

1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:

- Illinois – 83 IL. Administrative Code Part 731
- Indiana – Cause No. 41657

- Michigan – Case No. U-11830
- Ohio – Case No. 00-942-TP-COI
- Wisconsin – 6720-TI-198 (Performance Measurements only)
- Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA

1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 (Section 6.6 for Illinois and Michigan) of the AT&T Midwest Remedy Plan.

FURTHER AMENDMENT TO AMENDMENT SUPERSEDING CERTAIN RECIPROCAL COMPENSATION, INTERCONNECTION AND TRUNKING TERMS

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A AT&T CONNECTICUT AND SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS

AND

MCIMETRO ACCESS TRANSMISSION SERVICES LLC

The Amendment Superseding Certain Reciprocal Compensation Interconnection and Trunking Terms effective August 1, 2007 by and between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut and Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas ("AT&T") and MCImetro Access Transmission Services LLC ("MCIm") (including those Agreements held by MCIm as successor in interest to Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., Intermedia Communications LLC) (such Amendment, the "Original Amendment") is hereby amended as follows:

1. Notwithstanding anything to the contrary in Section 1 of the Amendment Superseding Certain Reciprocal Compensation Interconnection and Trunking Terms, the term of the Original Amendment will be extended and shall remain in effect through July 31, 2011. Thereafter, the Original Amendment will remain in full force and effect unless terminated in accordance with the terms thereof.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT (INCLUDING ANY AMENDMENTS THERETO) SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. This Amendment shall be filed with and is subject to approval by the applicable state Commissions.

MCImetro Access Transmission Services LLC

By: _____

Name: **Peter H. Reynolds**
(Print or Type)

Title: Director
(Print or Type)

Date: Oct 28, 2009

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

By: _____

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 1-26-10