

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
DIECA COMMUNICATIONS, INC. d/b/a COVAD COMMUNICATIONS**

WHEREAS, this Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Wisconsin Bell, Inc.¹ d/b/a AT&T Wisconsin ("AT&T Wisconsin") and DIECA Communications, Inc. d/b/a Covad Communications ("CLEC") (collectively, the "Parties") entered into an interconnection agreement ("Agreement") which permits the Parties to mutually amend the Agreement in writing; and shall apply to the state of Wisconsin.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this Amendment.
- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Schedules, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 The Parties agree to amend the Agreement by removing in its entirety the Attachment 14: Permanent Number Portability and adding the attached Appendix Local Number Portability.

3. AMENDMENT EFFECTIVE DATE

- 3.1 This Amendment shall be effective on the Effective Date (as defined therein) of the underlying Agreement and is subject to approval by the Commission.

4. TERM OF AMENDMENT

- 4.1 This Amendment shall not modify or extend the Effective Date or Term of each Agreement including, without limitation, any amendments to such Agreement, but rather, will be coterminous with such Agreement.

5. RESERVATIONS OF RIGHTS

- 5.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which

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

may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al/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 (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); 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), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

6. MISCELLANEOUS

- 6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 6.2 This Amendment constitutes the entire amendment of the Agreement with respect to the matters addressed herein and supersedes all previous proposals, both verbal and written.
- 6.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by AT&T Wisconsin, signing by and through its duly authorized representative, and DIECA Communications, Inc. d/b/a Covad Communications, signing by and through its duly authorized representative.

DIECA Communications, Inc. d/b/a Covad Communications

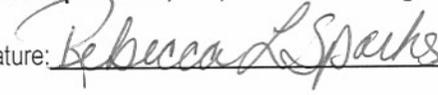
Signature: 

Name: James A. Kirkland
(Print or Type)

Title: SVP, Strategic Dev & GC
(Print or Type)

Date: 12/6/06

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: 12-11-06

	<u>AECN/OCN #</u>	<u>ACNA</u>
WISCONSIN	<u>2962</u>	<u>OVC</u>

APPENDIX LOCAL NUMBER PORTABILITY

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APPENDIX LNP (LOCAL NUMBER PORTABILITY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Local Number Portability mutually provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: 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, 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, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T owned ILEC doing business in California.
- 1.6 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.7 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.8 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T owned ILEC doing business in Nevada.
- 1.9 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2. LOCAL NUMBER PORTABILITY (LNP)

2.1 General Terms and Conditions

2.1.1 AT&T-13STATE and CLEC, or, in the event that CLEC uses a third party switch provider, then the third party switch provider, shall provide Local Number Portability (LNP) in accordance with requirements of the Act, the rules and orders of the FCC, and the guidelines of the North American Numbering Council (NANC).

2.2 Requirements for LNP

2.2.1 AT&T-13STATE and CLEC, or, in the event that CLEC uses a third party switch provider, then the third party switch provider, shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, regarding LNP.

2.2.2 Either party shall be permitted to block default -routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.

2.2.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service with the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

2.2.4 Each Party shall become responsible for the End User's other telecommunications related services and features, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), once that Party has ported the End User's telephone number to the Party's switch.

2.3 Limitations of Service

2.3.1 Telephone numbers can be ported as a basic network offering only within AT&T-13STATE rate centers as approved by State Commissions. Porting within rate centers refers to the physical location of the End User. If the End User changes his, her or its physical location from one rate center to another, the End User may not retain his, her or its telephone number (which is associated with the End User's previous rate center) as a basic network (non-FX) offering. An End User may retain his, her or its telephone number when moving from one rate center to another by the use of a tariff FX or Remote Call Forwarding offering from the new service provider. The term "FX", as used in this appendix, refers to number assignments and moves outside the rate centers with which a telephone number is ordinarily associated, and is different from the term "FX" in the Compensation attachment, which refers number assignment and moves outside of a mandatory local calling area.

2.3.2 Telephone numbers of the following types shall be ported only to the extent and manner permitted under Applicable Law: (i) AT&T-13STATE Official Communications Services (OCS) NXXs; and (ii) 555, 976, 950, 956, 976 and 900 numbers (iii) N11 numbers (e.g., 411 and 911); (iv) 800, 888, 877 and 866 numbers; and (v) disconnected or unassigned numbers.

2.3.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5.5 of this Appendix.

2.4 Service Description

- 2.4.1 The LRN software of the switch in which an NXX is native determines if the called party is in a portable NXX. When a calling party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.
- 2.4.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.
- 2.4.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.
- 2.4.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.
- 2.4.5 Where technically feasible, the Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.5 Pricing

- 2.5.1 With the exception of lawful query charges, the parties shall not charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, AT&T-13STATE may charge CLEC, or, in the event that CLEC uses a third party switch provider, AT&T will charge the third party switch provider, LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. “N-1” QUERY METHODOLOGY

- 3.1 The parties shall follow the “N-1” query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the N-1” carrier is the carrier in the call routing sequence immediately prior to the terminating carrier’s end office, or the terminating carrier’s end office tandem. The “N-1” carrier shall perform the LNP database query. If the “N-1” carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to change the N-1 carrier for the query.
 - 3.1.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the “N-1” carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
 - 3.1.2 For local calls to ported numbers, the originating carrier is the “N-1” carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.
 - 3.1.3 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to

route the call to any other switch. Prior to the first number in an NXX being ported via LNP at the request of a CLEC, AT&T-13STATE may query all calls directed to that NXX, provided that AT&T-13STATE's queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service AT&T-13STATE provides its own customers.

- 3.1.4 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN-PNP query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.
- 3.1.5 Rates, terms and conditions for LNP queries performed by AT&T-13STATE will be governed by FCC No. 73 Access Services Tariff, Section 34, or a successor tariff.

4. ORDERING

- 4.1 Porting of numbers marked as portable in the Local Exchange Routing Guide (LERG) will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.
- 4.1.1 When an LSR is sent to one Party by the other Party to initiate porting via LNP, the receiving Party (or, if appropriate, the receiving Party's third-party switching provider) shall return, at the appropriate time, a Firm Order Confirmation (FOC).
- 4.1.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

5. PROVISIONING

- 5.1 The Parties will remove a ported number from the end office from which the number is being ported as close to the requested time as reasonably practicable, not to exceed 59 minutes, except under the conditions listed below in 5.1.1, 5.1.2 and 5.1.3. The 59-minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, AT&T-13STATE and CLEC agree that a 30-minute interval is a goal toward which both companies will work; however, both CLEC and AT&T-13STATE recognize that there will be instances where the interval may be up to 59 minutes.
- 5.1.1 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the unconditional LNP trigger is removed.
- 5.1.2 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.
- 5.1.3 Coordinated Orders. Orders worked on a coordinated basis will be coordinated until the numbers are disconnected in the old switch.

- 5.2 The Parties agree to provide Unconditional Ten Digit Trigger wherever technically feasible.
- 5.3 AT&T-13STATE and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. AT&T-13STATE and CLEC, or in the event that CLEC uses a third party switch provider, the third party switch provider will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 5.4 At the time a telephone number is ported via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 5.5 Mass Calling
- 5.5.1 Both AT&T-13STATE and CLEC or, in the event that CLEC uses a third-party switch provider, the third-party switch provider shall to offer Local Number Portability for telephone numbers with “choke” (i.e., mass calling) NXXs in a manner that complies with the FCC’s criteria.
- 5.6 Operator Services, LIDB/LVAS and Directory Assistance
- 5.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LNP is in place.
- 5.7 Porting of DID Block Numbers
- 5.7.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.
- 5.7.2 AT&T-13STATE and CLEC, or, in the event that CLEC uses a third-party switch provider, the third-party switch provider shall offer Local Number Portability to customers for any portion of an existing DID block without being required to port the entire block of DID number.
- 5.7.3 AT&T-13STATE and CLEC shall permit customers which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

6. USE OF THIRD-PARTY LOCAL SWITCHING PROVIDER

- 6.1 CLEC may use a third-party source for local switching (also referred to as a third party switch provider. If CLEC uses a third-party switch provider, CLEC guarantees the third-party provider’s performance of any and all obligations under this Appendix, CLEC shall take any and all actions necessary to require the third-party provider to perform those obligations, and CLEC shall indemnify and hold harmless AT&T-13STATE for any failure of either CLEC or the third-party provider, or both, to fully and promptly perform those obligations. Any failure of either the CLEC or its third-party provider, or both, to perform any of the obligations under this Appendix shall constitute a breach by CLEC of the terms and conditions of this Appendix.
- 6.2 If CLEC uses a third-party source for local switching, AT&T-13STATE shall accept Local Service Requests (LSRs) for LNP or for UNE Loops from CLEC, with respect to any order for which the end user’s telephone number, the UNE Loop, or both are provisioned to the third-party provider’s switch. CLEC shall obtain a Letter of Authorization (LOA) from the third-party provider indicating the third-party provider’s authorization for CLEC to place the LSR identifying the third party switch provider as the network service provider to enable the third party switch provider to port telephone numbers into the third-party provider’s switch(es).

- 6.3 If CLEC uses a third-party source for local switching, CLEC shall ensure that the third-party provider complies with applicable law and Industry Standards, including but not limited to NANC Inter Service Provider Operations Flows, governing LNP.
- 6.4 If CLEC uses a third-party source for local switching, the third-party switch provider must have an approved and effective Interconnection Agreement (ICA) with AT&T-13STATE at all times while CLEC uses the third-party provider. The third-party provider's ICA must contain approved appendices governing, at minimum, each of the following subjects: numbering, number portability, unbundled network elements, network interconnection methods or network interconnection architecture, interconnection trunking requirements, and intercarrier compensation, all of which must be effective prior to submission of any order for Local Number Portability or Lawful UNE Loop to be provisioned to the third party switch providers switch and must remain effective for as long as this Amendment remains effective. If the third party provider's ICA, or any of the identified appendices fails to become effective or ceases to be effective, AT&T-13STATE may reject such orders.