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

ILLINOIS BELL TELEPHONE COMPANYd/b/a SBC ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a SBC INDIANA,
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN,
NEVADA BELL TELEPHONE COMPANY d/b/a SBC NEVADA,
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO,
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY,
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC ARKANSAS, SBC KANSAS,
SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS
AND/OR WISCONSIN BELL, INC. d/b/a SBC WISCONSIN

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **SBC 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 CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **SBC 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 **SBC WISCONSIN** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **SBC WISCONSIN** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:	Total Access Lines:
A	See: Tariff 20, Part 4, Section 2, Sheet 2
B	See: Tariff 20, Part 4, Section 2, Sheet 2
C	See: Tariff 20, Part 4, Section 2, Sheet 2

For Unbundled Interoffice Transmission Facilities:

Rate Zone:	Total Access Lines:
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **SBC WISCONSIN**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

1.9 To the extent a CLEC orders a product/UNE that is not in its current Interconnection Agreement, SBC reserves the right to reject the order. In the event the order is rejected, the CLEC may either issue a BFR or, if the product/UNE is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the product/UNE, the CLEC may request an amendment to its current Interconnection Agreement to provide for the product/UNE under the same terms, conditions and rates as provided in that approved Agreement.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

2.3 For purposes of reciprocal compensation only, 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.

2.4 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 **SBC 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, **SBC WISCONSIN** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SBC WISCONSIN** network, without any changes to **SBC WISCONSIN**’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **SBC WISCONSIN** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS Shared Transport (ULS-ST).

4.2 General Principals for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **SBC WISCONSIN** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **SBC WISCONSIN** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

4.3.1 Beginning on October 9, 2000, **SBC WISCONSIN** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).

4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
4	***UNBUNDLED NETWORK ELEMENTS***							
5	**Unbundled Loops**							
6		2-Wire Analog - Rural (Access Area C)		U2HXC	$ 10.90		See NRC prices below	
7		2-Wire Analog - Suburban (Access Area B)		U2HXB	$ 10.90		See NRC prices below	
8		2-Wire Analog - Metro (Access Area A)		U2HXA	$ 10.90		See NRC prices below	
9		2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)		U2WXC	$ 11.84		See NRC prices below	
10		2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)		U2WXB	$ 11.84		See NRC prices below	
11		2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)		U2WXA	$ 11.84		See NRC prices below	
12		2-Wire Ground Start, PBX - Rural (Access Area C)		U2JXC	$ 11.84		See NRC prices below	
13		2-Wire Ground Start, PBX - Suburban (Access Area B)		U2JXB	$ 11.84		See NRC prices below	
14		2-Wire Ground Start, PBX - Metro (Access Area A)		U2JXA	$ 11.84		See NRC prices below	
15		2-Wire COPTS Coin - Rural (Access Area C)		U2CXC	$ 10.90		See NRC prices below	
16		2-Wire COPTS Coin - Suburban (Access Area B)		U2CXB	$ 10.90		See NRC prices below	
17		2-Wire COPTS Coin - Metro (Access Area A)		U2CXA	$ 10.90		See NRC prices below	
18		2-Wire EKL - Rural (Access Area C)		U2KXC	$ 17.03		See NRC prices below	
19		2-Wire EKL - Suburban (Access Area B)		U2KXB	$ 17.03		See NRC prices below	
20		2-Wire EKL - Metro (Access Area A)		U2KXA	$ 17.03		See NRC prices below	
21		Conditioning for dB Loss						
22		4-Wire Analog - Rural Acess Area C)		U4HXC	$ 24.45		See NRC prices below	
23		4-Wire Analog - Suburban (Access Area B)		U4HXB	$ 24.45		See NRC prices below	
24		4-Wire Analog - Metro (Access Area A)		U4HXA	$ 24.45		See NRC prices below	
25		2-Wire Digital - Rural (Access Area C)		U2QXC	$ 13.06		See NRC prices below	
26		2-Wire Digital - Suburban (Access Area B)		U2QXB	$ 13.06		See NRC prices below	
27		2-Wire Digital - Metro (Access Area A)		U2QXA	$ 13.06		See NRC prices below	
28		4-Wire Digital - Rural (Access Area C)		4U1XC	$ 69.09		See NRC prices below	
29		4-Wire Digital - Suburban (Access Area B)		4U1XB	$ 69.09		See NRC prices below	
30		4-Wire Digital - Metro (Access Area A)		4U1XA	$ 69.09		See NRC prices below	
31		DS3 Loop - Rural (Access Area C)		U4D3C	$ 1,039.75		See NRC prices below	
32		DS3 Loop - Suburban (Access Area B)		U4D3B	$ 996.66		See NRC prices below	
33		DS3 Loop - Metro (Access Area A)		U4D3A	$ 861.67		See NRC prices below	
34	**DSL Capable Loops**							
35		2-Wire xDSL Loop						
36			PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 10.90		See NRC prices below	
37			PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 10.90		See NRC prices below	
38			PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 10.90		See NRC prices below	
39								
40			PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 10.90		See NRC prices below	
41			PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 10.90		See NRC prices below	
42			PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 10.90		See NRC prices below	
43								
44			PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 10.90		See NRC prices below	
45			PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 10.90		See NRC prices below	
46			PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 10.90		See NRC prices below	
47								
48			PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 10.90		See NRC prices below	
49			PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 10.90		See NRC prices below	
50			PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 10.90		See NRC prices below	
51								
52			PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 10.90		See NRC prices below	
53			PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 10.90		See NRC prices below	
54			PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 10.90		See NRC prices below	
55								
56			PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 10.90		See NRC prices below	
57			PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 10.90		See NRC prices below	
58			PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 10.90		See NRC prices below	
59		4-Wire xDSL Loop						
60			PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 24.45		See NRC prices below	
61			PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 24.45		See NRC prices below	
62			PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 24.45		See NRC prices below	
63								
64	**IDSL Capable Loop**							
65		IDSL Loop Access Area C - Rural		UY5FC	$ 13.06		See NRC prices below	
66		IDSL Loop Access Area B - Suburban		UY5FB	$ 13.06		See NRC prices below	
67		IDSL Loop Access Area A - Metro		UY5FA	$ 13.06		See NRC prices below	
68								
69		HFPL Loop						
70	*		HFPL Loop - Access Area C- Rural	ULPP3	$ 5.45		N/A	N/A
71	*		HFPL Loop - Access Area B- Suburban	ULPP2	$ 5.45		N/A	N/A
72	*		HFPL Loop - Access Area A- Metro	ULPP1	$ 5.45		N/A	N/A
73		Loop Qualification Process						
74			Loop Qualification Process - Mechanized	NR98U	N/A		$ 0.10	N/A
75			Loop Qualification Process - Manual	NRBXU	N/A		TBD	N/A
76			Loop Qualification Process - Detailed Manual	TBD	N/A		TBD	N/A
77								
78								
79								
80								
81		DSL Conditioning Options - >12KFT and < 17.5KFT						
82			Removal of Repeater Options	NRBXV	N/A		$ 149.01	N/A
83			Removal Bridged Tap Option	NRBXW	N/A		$ 720.01	N/A
84			Removal of Load Coil	NRBXZ	N/A		$ 691.82	N/A

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
85		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT						
86			Removal of Repeater Options	NRBNL	N/A		$ 145.82	N/A
87			Removal Bridged Tap Option	NRBNK	N/A		$ 344.90	N/A
88			Removal of Load Coil	NRBNJ	N/A		$ 582.38	N/A
89								
90	**Loop Non-Recurring Charges (Excluding DS3)**							
91		Bus Service Order - Establish		SEPUP	N/A		$ 16.50	N/A
92		Bus Service Order - Add/Change		REAH9	N/A		$ 16.50	N/A
93		Bus Line Connection		SEPUC	N/A		$ 40.10	N/A
94		Bux Line Connection Add/Change		REAH5	N/A		$ 40.10	N/A
95		Res Service Order - Establish		SEPUP	N/A		$ 16.50	N/A
96		Res Service Order - Add/Change		REAH9	N/A		$ 16.50	N/A
97		Res Line Connection		SEPUC	N/A		$ 40.10	N/A
98		Res Line Connection Add/Change		REAH5	NA		$ 40.10	NA
99	*	HFPL Service Order Charge		SEPUP	N/A		$ 16.50	N/A
100		HFPL Service Order Charge Add/Change		REAH9	N/A		$ 16.50	N/A
101		HFPL Line Connection		SEPUC	N/A		$ 40.10	N/A
102		HFPL Line Connection Add/change		REAH5	N/A		$ 40.10	N/A
103								
104	**DS3 Loop Non-Recurring Charges**							
105		Administrative		NR9OY	N/A		$ 183.10	N/A
106		Design & Central Office		NR9O1	N/A		$ 575.14	N/A
107		Customer Connection		NR9O3	N/A		$ 204.37	N/A
108								
109	**SUB-LOOPS**							
110		CO to ECS sub-loop						
111			2 Wire Analog - area A	PENDING	$ 11.08		See NRC prices below	
112			2 Wire Analog - area B	PENDING	$ 11.08		See NRC prices below	
113			2 Wire Analog - area C	PENDING	$ 11.08		See NRC prices below	
114			4 Wire Analog - area A	PENDING	$ 27.35		See NRC prices below	
115			4 Wire Analog - area B	PENDING	$ 27.35		See NRC prices below	
116			4 Wire Analog - area C	PENDING	$ 27.35		See NRC prices below	
117			2 Wire DSL - area A	PENDING	TBD		See NRC prices below	
118			2 Wire DSL - area B	PENDING	TBD		See NRC prices below	
119			2 Wire DSL - area C	PENDING	TBD		See NRC prices below	
120			4 Wire DSL - area A	PENDING	TBD		See NRC prices below	
121			4 Wire DSL - area B	PENDING	TBD		See NRC prices below	
122			4 Wire DSL - area C	PENDING	TBD		See NRC prices below	
123			2 Wire ISDN Compatible - area A	PENDING	$ 26.65		See NRC prices below	
124			2 Wire ISDN Compatible - area B	PENDING	$ 26.65		See NRC prices below	
125			2 Wire ISDN Compatible - area C	PENDING	$ 26.65		See NRC prices below	
126		CO to RT sub-loop						
127			4 Wire DS1 Compatible - area A	PENDING	$ 147.47		See NRC prices below	
128			4 Wire DS1 Compatible - area B	PENDING	$ 147.47		See NRC prices below	
129			4 Wire DS1 Compatible - area C	PENDING	$ 147.47		See NRC prices below	
130			DS3 compatible subloop - area A	PENDING	$ 972.02		See NRC prices below	
131			DS3 compatible subloop - area B	PENDING	$ 972.02		See NRC prices below	
132			DS3 compatible subloop - area C	PENDING	$ 972.02		See NRC prices below	
133		CO to SAI Sub-Loop						
134			2 Wire Analog - area A	PENDING	$ 10.27		See NRC prices below	
135			2 Wire Analog - area B	PENDING	$ 10.27		See NRC prices below	
136			2 Wire Analog - area C	PENDING	$ 10.27		See NRC prices below	
137			4 Wire Analog - area A	PENDING	$ 25.74		See NRC prices below	
138			4 Wire Analog - area B	PENDING	$ 25.74		See NRC prices below	
139			4 Wire Analog - area C	PENDING	$ 25.74		See NRC prices below	
140			2 Wire DSL - area A	PENDING	$ 6.36		See NRC prices below	
141			2 Wire DSL - area B	PENDING	$ 6.36		See NRC prices below	
142			2 Wire DSL - area C	PENDING	$ 6.36		See NRC prices below	
143			4 Wire DSL - area A	PENDING	$ 12.69		See NRC prices below	
144			4 Wire DSL - area B	PENDING	$ 12.69		See NRC prices below	
145			4 Wire DSL - area C	PENDING	$ 12.69		See NRC prices below	
146			2 Wire ISDN Compatible - area A	PENDING	N/A		See NRC prices below	
147			2 Wire ISDN Compatible - area B	PENDING	N/A		See NRC prices below	
148			2 Wire ISDN Compatible - area C	PENDING	N/A		See NRC prices below	
149		CO to Terminal sub-loop						
150			2 Wire Analog - area A	PENDING	$ 16.08		See NRC prices below	
151			2 Wire Analog - area B	PENDING	$ 16.08		See NRC prices below	
152			2 Wire Analog - area C	PENDING	$ 16.08		See NRC prices below	
153			4 Wire Analog - area A	PENDING	$ 37.34		See NRC prices below	
154			4 Wire Analog - area B	PENDING	$ 37.34		See NRC prices below	
155			4 Wire Analog - area C	PENDING	$ 37.34		See NRC prices below	
156			2 Wire DSL - area A	PENDING	$ 12.15		See NRC prices below	
157			2 Wire DSL - area B	PENDING	$ 12.15		See NRC prices below	
158			2 Wire DSL - area C	PENDING	$ 12.15		See NRC prices below	
159			4 Wire DSL - area A	PENDING	$ 24.31		See NRC prices below	
160			4 Wire DSL - area B	PENDING	$ 24.31		See NRC prices below	
161			4 Wire DSL - area C	PENDING	$ 24.31		See NRC prices below	
162			2 Wire ISDN Compatible - area A	PENDING	N/A		See NRC prices below	
163			2 Wire ISDN Compatible - area B	PENDING	N/A		See NRC prices below	
164			2 Wire ISDN Compatible - area C	PENDING	N/A		See NRC prices below	
165		ECS to SAI sub-loop						
166			2 Wire Analog - area A	PENDING	$ 1.48		See NRC prices below	

TBD -To be determined
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ICB -Individual Case Basis
NA -Not Applicable

Line					SBC Generic Rates		
2	WISCONSIN				SBC RECURRING		SBC NON-REC.
3				USOC	Monthly		
167			2 Wire Analog - area B	PENDING	$ 1.48		See NRC prices below
168			2 Wire Analog - area C	PENDING	$ 1.48		See NRC prices below
169			4 Wire Analog - area A	PENDING	$ 2.96		See NRC prices below
170			4 Wire Analog - area B	PENDING	$ 2.96		See NRC prices below
171			4 Wire Analog - area C	PENDING	$ 2.96		See NRC prices below
172			2 Wire DSL - area A	PENDING	$ 1.48		See NRC prices below
173			2 Wire DSL - area B	PENDING	$ 1.48		See NRC prices below
174			2 Wire DSL - area C	PENDING	$ 1.48		See NRC prices below
175			4 Wire DSL - area A	PENDING	$ 2.96		See NRC prices below
176			4 Wire DSL - area B	PENDING	$ 2.96		See NRC prices below
177			4 Wire DSL - area C	PENDING	$ 2.96		See NRC prices below
178		ECS to Terminal sub-loop					
179			2 Wire Analog - area A	PENDING	$ 7.28		See NRC prices below
180			2 Wire Analog - area B	PENDING	$ 7.28		See NRC prices below
181			2 Wire Analog - area C	PENDING	$ 7.28		See NRC prices below
182			4 Wire Analog - area A	PENDING	$ 14.56		See NRC prices below
183			4 Wire Analog - area B	PENDING	$ 14.56		See NRC prices below
184			4 Wire Analog - area C	PENDING	$ 14.56		See NRC prices below
185			2 Wire DSL - area A	PENDING	$ 7.28		See NRC prices below
186			2 Wire DSL - area B	PENDING	$ 7.28		See NRC prices below
187			2 Wire DSL - area C	PENDING	$ 7.28		See NRC prices below
188			4 Wire DSL - area A	PENDING	$ 14.56		See NRC prices below
189			4 Wire DSL - area B	PENDING	$ 14.56		See NRC prices below
190			4 Wire DSL - area C	PENDING	$ 14.56		See NRC prices below
191		ECS to NID sub-loop					
192			2 Wire Analog - area A	PENDING	$ 8.64		See NRC prices below
193			2 Wire Analog - area B	PENDING	$ 8.64		See NRC prices below
194			2 Wire Analog - area C	PENDING	$ 8.64		See NRC prices below
195			4 Wire Analog - area A	PENDING	$ 17.26		See NRC prices below
196			4 Wire Analog - area B	PENDING	$ 17.26		See NRC prices below
197			4 Wire Analog - area C	PENDING	$ 17.26		See NRC prices below
198			2 Wire DSL - area A	PENDING	$ 8.64		See NRC prices below
199			2 Wire DSL - area B	PENDING	$ 8.64		See NRC prices below
200			2 Wire DSL - area C	PENDING	$ 8.64		See NRC prices below
201			4 Wire DSL - area A	PENDING	$ 17.26		See NRC prices below
202			4 Wire DSL - area B	PENDING	$ 17.26		See NRC prices below
203			4 Wire DSL - area C	PENDING	$ 17.26		See NRC prices below
204		SAI to Terminal sub-loop					
205			2 Wire Analog - area A	PENDING	$ 6.82		See NRC prices below
206			2 Wire Analog - area B	PENDING	$ 6.82		See NRC prices below
207			2 Wire Analog - area C	PENDING	$ 6.82		See NRC prices below
208			4 Wire Analog - area A	PENDING	$ 13.63		See NRC prices below
209			4 Wire Analog - area B	PENDING	$ 13.63		See NRC prices below
210			4 Wire Analog - area C	PENDING	$ 13.63		See NRC prices below
211			2 Wire DSL - area A	PENDING	$ 6.82		See NRC prices below
212			2 Wire DSL - area B	PENDING	$ 6.82		See NRC prices below
213			2 Wire DSL - area C	PENDING	$ 6.82		See NRC prices below
214			4 Wire DSL - area A	PENDING	$ 13.63		See NRC prices below
215			4 Wire DSL - area B	PENDING	$ 13.63		See NRC prices below
216			4 Wire DSL - area C	PENDING	$ 13.63		See NRC prices below
217		SAI to NID sub-loop					
218			2 Wire Analog - area A	PENDING	$ 8.17		See NRC prices below
219			2 Wire Analog - area B	PENDING	$ 8.17		See NRC prices below
220			2 Wire Analog - area C	PENDING	$ 8.17		See NRC prices below
221			4 Wire Analog - area A	PENDING	$ 16.32		See NRC prices below
222			4 Wire Analog - area B	PENDING	$ 16.32		See NRC prices below
223			4 Wire Analog - area C	PENDING	$ 16.32		See NRC prices below
224			2 Wire DSL - area A	PENDING	$ 8.17		See NRC prices below
225			2 Wire DSL - area B	PENDING	$ 8.17		See NRC prices below
226			2 Wire DSL - area C	PENDING	$ 8.17		See NRC prices below
227			4 Wire DSL - area A	PENDING	$ 16.32		See NRC prices below
228			4 Wire DSL - area B	PENDING	$ 16.32		See NRC prices below
229			4 Wire DSL - area C	PENDING	$ 16.32		See NRC prices below
230		Terminal to NID sub-loop					
231			2 Wire Analog - area A	PENDING	$ 1.87		See NRC prices below
232			2 Wire Analog - area B	PENDING	$ 1.87		See NRC prices below
233			2 Wire Analog - area C	PENDING	$ 1.87		See NRC prices below
234			4 Wire Analog - area A	PENDING	$ 3.75		See NRC prices below
235			4 Wire Analog - area B	PENDING	$ 3.75		See NRC prices below
236			4 Wire Analog - area C	PENDING	$ 3.75		See NRC prices below
237			2 Wire DSL - area A	PENDING	$ 1.87		See NRC prices below
238			2 Wire DSL - area B	PENDING	$ 1.87		See NRC prices below
239			2 Wire DSL - area C	PENDING	$ 1.87		See NRC prices below
240			4 Wire DSL - area A	PENDING	$ 3.75		See NRC prices below
241			4 Wire DSL - area B	PENDING	$ 3.75		See NRC prices below
242			4 Wire DSL - area C	PENDING	$ 3.75		See NRC prices below
243		NID sub-loop element					
244			2 Wire Analog - area A	PENDING	TBD		See NRC prices below
245			2 Wire Analog - area B	PENDING	TBD		See NRC prices below
246			2 Wire Analog - area C	PENDING	TBD		See NRC prices below
247			4 Wire Analog - area A	PENDING	TBD		See NRC prices below
248			4 Wire Analog - area B	PENDING	TBD		See NRC prices below

TBD -To be determined
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NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
249			4 Wire Analog - area C	PENDING	TBD		See NRC prices below	
250			2 Wire DSL - area A	PENDING	TBD		See NRC prices below	
251			2 Wire DSL - area B	PENDING	TBD		See NRC prices below	
252			2 Wire DSL - area C	PENDING	TBD		See NRC prices below	
253			4 Wire DSL - area A	PENDING	TBD		See NRC prices below	
254			4 Wire DSL - area B	PENDING	TBD		See NRC prices below	
255			4 Wire DSL - area C	PENDING	TBD		See NRC prices below	
256			2 Wire ISDN Compatible - area A	PENDING	TBD		See NRC prices below	
257			2 Wire ISDN Compatible - area B	PENDING	TBD		See NRC prices below	
258			2 Wire ISDN Compatible - area C	PENDING	TBD		See NRC prices below	
259			4 Wire DS1 Compatible - area A	PENDING	TBD		See NRC prices below	
260			4 Wire DS1 Compatible - area B	PENDING	TBD		See NRC prices below	
261			4 Wire DS1 Compatible - area C	PENDING	TBD		See NRC prices below	
262			DS3 compatible subloop - area A	PENDING	TBD		See NRC prices below	
263			DS3 compatible subloop - area B	PENDING	TBD		See NRC prices below	
264			DS3 compatible subloop - area C	PENDING	TBD		See NRC prices below	
265		**Sub-Loop Non-Recurring Charges**						
266			2-Wire Analog Sub-Loop	PENDING			$ 220.88	
267			4-Wire Analog Sub-Loop	PENDING			$ 221.90	
268			2-Wire xDSL Digital Sub-Loop	PENDING			$ 254.74	
269			4-Wire xDSL Digital Sub-Loop	PENDING			$ 259.05	
270			2-Wire ISDN Digital Sub-Loop	PENDING			$ 281.32	
271			4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING			$ 488.74	
272			DS3 Sub-Loop	PENDING			$ 643.91	
273		Service Order Charge						
274			Establish, per occasion	PENDING			$ 16.50	
275			Add or change, per occasion	PENDING			$ 16.50	
276		Line Connection Charge						
277			per occasion	PENDING			$ 40.10	
278								
279								
280	**DSL Cross Connects**							
281	*	HFPL Cross Connect - CLEC Owned Non Integrated		UKCGE	$ 0.71		$ 58.59	N/A
282	*	HFPL Cross Connect - CLEC Owned Integrated		UKCGD	$ 0.71		$ 58.59	N/A
283	*	HFPL Cross Connect - SBC Owned		UKCGX	$ 0.71		$ 71.48	N/A
284		The price assumes all Central Office cross-connects required to provision the HFPL product						
285								
286	**HFPL OSS Charge**							
287	*	HFPL OSS Charge - per line		UM3	$ 0.91		N/A	N/A
288	**LST**							
289		Line & Station Transfer(LST) performed on CODSLAM Loop		URCLD	N/A		$ 160.08	
290		Line & Station Transfer(LST) performed on CODSLAM Loop		URCLB	N/A		$ 141.25	
291	**Loop Cross Connects**							
292		DS3 C.O. Cross-Connect to Collocation		CXCBX	$ 29.01		N/A	N/A
293								
294	**Unbundled Local Switching**				**USAGE**			
295		ULS Usage, per Originating or Terminating MOU (statewide)		N/A	$ 0.003451		NA	NA
296					**PER MESSAGE**			
297		Daily Usage Feed (DUF), per message		N/A	$ 0.000940		NA	NA
298								
299		Customized Routing per Line Class Code, per switch		UROPW	NA		$ 218.98	
300		Billing Establishment, per CLEC, per switch		NR9UJ	NA		NA	N/A
301		Service Coordination Fee, per CLEC bill, per switch		UFEPW	$ 1.16		N/A	N/A
302		Subsequent Training, per Company Person, per Hour		NR9UT	N/A		$ 73.07	NA
303								
304	**Unbundled Local Switching with Shared Transport**				**USAGE**			
305		ULS-Usage for ULS-ST, per Originating & Terminating MOU		USAGE	$ 0.001319		N/A	
306		ULS-ST Blended Transport MOU		USAGE	$ 0.001662		N/A	
307		ULS-ST Reciprocal Compensation MOU		USAGE	$ 0.001319		N/A	
308		ULS-ST Common Transport MOU		USAGE	$ 0.001072		N/A	
309		ULS-ST Tandem Switching MOU		USAGE	$ 0.000291		N/A	
310					**PER MESSAGE**			
311		SS7 Signaling Transport associated with ULS-ST		USAGE	$ 0.000055		N/A	
312								
313		Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		UROAN	NA		$ 120.51	
314								
315	**LNP**							
316	Local Number Portability			NSR	$ 0.28		N/A	
317								
318	**Port Charge Per Month**							
319		Analog Line Port		UPC	$ 6.25		$ 54.27	N/A
320		Analog Residence Only Line Port (Wisconsin Only)		UJR	$ 3.71		$ 54.27	N/A
321		Analog Business Only Line Port		OPEN	$ 6.25		$ 54.27	N/A
322		Analog Line Port - PBX 2W		UVL	$ 6.25		$ 54.27	N/A
323		Analog Line Port - PBX 1W In		U1L	$ 6.25		$ 54.27	N/A
324		Analog Line Port - PBX 1W Out		UOL	$ 6.25		$ 54.27	N/A
325		Ground Start Port		UPZ	$ 6.88		$ 54.27	N/A
326		Ground Start Port		U1Z	$ 6.88		$ 54.27	N/A
327		Ground Start Port - PBX 2W		UOZ	$ 6.88		$ 54.27	N/A
328		Analog DID Trunk Port		UPR	$ 13.84		$ 54.27	N/A
329		Analog DID Trunk Port - Add/rearrange channels		REAJG	NA		$ 26.45	NA
330		ISDN BRI Port - National		U2P	$ 34.17		$ 54.27	N/A

TBD -To be determined
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Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
331		ISDN-Direct Port - National (BRI) - per telephone number		UZN	$ 0.01			
332		ISDN BRI Port - Custom		U25	$ 34.17		$ 54.27	N/A
333		ISDN-Direct Port - Custom (BRI) - per telephone number		UZN	$ 0.01			
334		ISDN PRI Port - National		UZQZD	$ 172.28		$ 675.82	N/A
335		ISDN-Prime Trunk Port - National (PRI) - per telephone number		UZN	$ 0.01			
336		ISDN-Prime Trunk Port - National (PRI) - add/rearrange channels		REAKB	NA		$ 26.45	
337		ISDN PRI Port - Custom		UZPZD	$ 172.28		$ 675.82	N/A
338		ISDN-Prime Trunk Port - Custom (PRI) - per telephone number		UZN	$ 0.01			
339		ISDN-Prime Trunk Port - Custom (PRI) - add/rearrange channels		REAKB	NA		$ 26.45	
340		Digital Trunking Trunk Port		U9Z	$ 112.14		$ 675.82	N/A
341		DS1 Trunk Port		UROPT	$ 110.06		$ 675.82	N/A
342		ULS Trunk Port (Standalone) (DS1) - per DSO termination		UZN	$ 4.59			
343		ULS Trunk Port (Standalone) (DS1) - add/rearrange per DSO termination		REAKB	NA		$ 26.45	
344		Centrex Basic Line Port		U3XAA-CA	$ 10.83		$ 54.27	N/A
345		Centrex Basic Line Port		U3XAB-CB	$ 10.83		$ 54.27	N/A
346		Centrex Basic Line Port		U3XAD-CD	$ 10.83		$ 54.27	N/A
347		Centrex Basic Line Port		U3XAE-CE	$ 10.83		$ 54.27	N/A
348		Centrex ISDN BRI Port - National		PENDING	$ 55.38		$ 54.27	N/A
349		Centrex ISDN BRI Port - Custom		PENDING	$ 55.38		$ 54.27	N/A
350		Centrex EKL Line Port		U3XAC-CC	$ 33.21		$ 54.27	N/A
351		Centrex Attendant Console Line Port		U6A	$ 107.02		$ 108.54	N/A
352								
353	**Port Non-Recurring Charges**							
354		Service Order - Line Port, per occasion		NR9UU	NA		$ 17.66	N/A
355		Service Order - Add Change		NR9UV	NA		$ 17.66	N/A
356		Service Order - Trunk Port, per occasion		NR9UG	NA		$ 348.43	N/A
357		Service Order - Record Order, per occasion, Basic Port		NR9F6	NA		$ 15.34	N/A
358		Service Order - Record Order, per occasion Complex Port		NR9F7	NA		$ 15.34	N/A
359		Service Order - Record order, per occasion, ULS Trunk Port		NR9F8	NA		$ 15.34	N/A
360		Conversion from one port type to another, per each port changed		REAKD	NA		$ 50.60	N/A
361								
362	**Cross Connects**							
363		2-Wire		CXCT2	$ 0.19		NA	NA
364		2-Wire Line Port		CXC9X	$ 0.19		NA	NA
365		4-Wire		CXCT4	$ 0.38		NA	NA
366		6-Wire		OPEN	$ 0.57		NA	NA
367		8-Wire		OPEN	$ 0.76		NA	NA
368		DS1/LT1		CXCDX	$ 0.52		NA	NA
369		DS3/LT3		CXC8X	$ 0.96		NA	NA
370		OC3		OPEN	$ 103.01		NA	NA
371		OC12		OPEN	$ 542.96		NA	NA
372		OC48		OPEN	$ 1,218.40		NA	NA
373								
374	**Tandem Switching**							
375		per minute of use (without Tandem Trunks)		USAGE	$ 0.000674		NA	NA
376								
377								
378	**Dedicated Transport**							
379		Entrance Facility:						
380		DS1	Zone 1	UEYB1	$ 69.09		NA	NA
381			Zone 2	UEYB2	$ 69.09		NA	NA
382			Zone 3	UEYB3	$ 69.09		NA	NA
383		DS3	Zone 1	UEYC1	$ 1,005.93		NA	NA
384			Zone 2	UEYC2	$ 1,005.93		NA	NA
385			Zone 3	UEYC3	$ 1,005.93		NA	NA
386		OC3	All Zones	UEYFX	$ 456.36		NA	NA
387		OC12	All Zones	UEYGX	$ 720.09		NA	NA
388		OC48	All Zones	UEYHX	$ 3,111.65		NA	NA
389								
390		Interoffice Transport:						
391		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 15.69		NA	NA
392			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 2.41		NA	NA
393		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 173.23		NA	NA
394			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 36.20		NA	NA
395			Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	$ 173.23		NA	NA
396			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	$ 36.20		NA	NA
397		OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 371.20		NA	NA
398			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 261.37		NA	NA
399		OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 635.43		NA	NA
400			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 467.09		NA	NA
401		OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 1,522.30		NA	NA
402			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 403.40		NA	NA
403								
404	**Multiplexing**							
405		DS1 to Voice Grade		QMVX1-X3	$ 298.31		NA	NA
406		DS3 to DS1		QM3X1-X3	$ 383.00		NA	NA
407		OC3	Add/Drop Multiplexing - Per Arrangement	MPECX	$ 606.97		NA	NA
408			Add/Drop Function					
409			- Per DS3 Add or Drop	MXJBX	$ 140.96		NA	NA
410			- Per DS1 Add or Drop	MXJAX	$ 43.54		NA	NA
411		OC12	Add/Drop Multiplexing - Per Arrangement	MPEDX	$ 667.13		NA	NA
412			Add/Drop Function					

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Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
413			- Per OC3 Add or Drop	MXJCX	$ 196.36		NA	NA
414			- Per DS3 Add or Drop	MXJBX	$ 42.58		NA	NA
415		OC48	Add/Drop Multiplexing - Per Arrangement	MXRFX	$ 770.56		NA	NA
416			Add/Drop Function					
417			- Per OC12 Add or Drop	MXJEX	$ 391.22		NA	NA
418			- Per OC3 Add or Drop	MXJCX	$ 180.31		NA	NA
419			- Per DS3 Add or Drop	MXJBX	$ 63.77		NA	NA
420								
421	**Dedicated Transport Cross Connects**							
422		DS1		CXCDX	$ 0.52		NA	NA
423		DS3		CXCEX	$ 0.96		NA	NA
424		OC3		OCCCX	$ 103.01		NA	NA
425		OC12		OCCDX	$ 542.96		NA	NA
426		OC48		OCCFX	$ 1,218.40		NA	NA
427								
428	**Dark Fiber**							
429		Dark Fiber Interoffice						
430			Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$170.33		NA	NA
431			Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$0.00398		NA	NA
432			Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$3.01		NA	NA
433		Dark Fiber Loop						
434			Dark Fiber Loop Termination (Per Termination per Fiber)	UL1WX	$29.21		NA	NA
435			Dark Fiber Loop Mileage (Per Fiber per Foot)	ULOWG	$0.00374		NA	NA
436			Dark Fiber Loop Cross Connect (Per Termination per Fiber)	UKCHX	$2.41		NA	NA
437		Inquiry (Per Request)						
438			Dark Fiber Loop - NRC	NR9D7	NA		$70.53	NA
439			Dark Fiber Sub-Loop - NRC	NR9DX	NA		$70.53	NA
440			Dark Fiber Interoffice Transport - NRC	NR9D6	NA		$289.69	NA
441		FIRM ORDER (Per Fiber Strand)						
442			Administrative per Order					
443			Connect	NRB51	NA		$11.19	NA
444			Disconnect	N49H2	NA		$9.28	NA
445			Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)		NA			
446			Connect	NRB52	NA		$301.55	NA
447			Disconnect	NR9H3	NA		$81.84	NA
448			Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)		NA			
449			Connect	NRB53	NA		$301.57	NA
450			Disconnect	NR9H4	NA		$74.61	NA
451			Dark Fiber Interofcfice Transport - NRC		NA			
452			Connect	NRB54	NA		$379.60	NA
453			Disconnect	NR9H5	NA		$144.27	NA
454								
455	**Digital Cross-Connect System**							
456		DCS Port Charge		OPEN				
457		DS1		OPEN	ICB		ICB	NA
458		DS3		OPEN	ICB		ICB	NA
459		DCS Establishment Charge		OPEN	ICB		ICB	NA
460		Database Modification Charge		OPEN	ICB		ICB	NA
461		Reconfiguration Charge		OPEN	ICB		ICB	NA
462								
463	**Dedicated Transport Network Reconfiguration Service (NRS)**							
464		On rates, terms and conditions specified in FCC Tariff No. 2		OPEN				
465								
466	**Dedicated Transport Optional Features & Functions**							
467		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3			$ 371.79	NA
468		OC3	1+1 Protection - Per OC3 Entrance Facility	P8T	$ 55.75		NA	NA
469			1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	P3S	$ 55.75		$ 2,640.45	NA
470			1+1 Protection with Route Survivability (1 & 2 below apply)					
471			- (1) Per OC3 Entrance Facility	P8T	$ 55.75		NA	NA
472			- (2) Per Quarter Route Mile	S2DXY	$ 75.75		NA	NA
473		OC12	1+1 Protection - Per OC12 Entrance Facility	P8T	$ 275.82		NA	NA
474			1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	P3S	$ 275.82		$ 2,640.45	NA
475			1+1 Protection with Route Survivability (1 & 2 below apply)					
476			- (1) Per OC12 Entrance Facility	P8T	$ 275.82		NA	NA
477			- (2) Per Quarter Route Mile	S2DXY	$ 67.73		NA	NA
478		OC48	1+1 Protection - Per OC48 Entrance Facility	P8T	$ 1,056.21		NA	NA
479			1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	P3S	$ 1,056.21		$ 2,640.45	NA
480			1+1 Protection with Route Survivability (1 & 2 below apply)					
481			- (1) Per OC48 Entrance Facility	P8T	$ 1,056.21		NA	NA
482			- (2) Per Quarter Route Mile	S2DXY	$ 88.17		NA	NA
483								
484	**Dedicated Transport Installation & Rearrangement Charges**							
485		DS1	Administration Charge - Per Order	ORCMX	NA		$ 346.87	NA
486			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 543.46	NA
487			Carrier Connection Charge - Per Order	NRBBL	NA		$ 516.53	NA
488		DS3	Administration Charge - Per Order	ORCMX	NA		$ 266.67	NA
489			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 578.43	NA
490			Design & Central Office Connection Charge - Per Circuit	NRBC4	NA		$ 578.43	NA
491			Carrier Connection Charge - Per Order	NRBBL	NA		$ 345.33	NA
492			Carrier Connection Charge - Per Order	NRBDT	NA		$ 345.33	NA
493		OC3	Administration Charge - Per Order	ORCMX	NA		$ 106.14	NA
494			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 436.76	NA

TBD -To be determined
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NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
495			Carrier Connection Charge - Per Order	NRBBL	NA		$ 828.62	NA
496		OC12	Administration Charge - Per Order	ORCMX	NA		$ 106.14	NA
497			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 436.76	NA
498			Carrier Connection Charge - Per Order	NRBBL	NA		$ 828.62	NA
499		OC48	Administration Charge - Per Order	ORCMX	NA		$ 106.14	NA
500			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 436.76	NA
501			Carrier Connection Charge - Per Order	NRBBL	NA		$ 828.62	NA
502								
503	**Line Information Database - LIDB**				**USAGE**			
504		Validation Query (Regional STP Access Includes SMS & Sleuth)		USAGE	$ 0.016050	(per query)	NA	NA
505		Query Transport (Regional STP Access Validation)		USAGE	$ 0.000014	(per query)	NA	NA
506		Validation Query (Local STP Access Includes SMS & Sleuth)		USAGE	$ 0.016050	(per query)	NA	NA
507		Query Transport (Local STP Access Validation)		USAGE	$ 0.000168	(per query)	NA	NA
508		CNAM Database Query (Regional STP Access Includes SMS)		USAGE	$ 0.0093985	(per query)	NA	NA
509		CNAM Database Query (Local STP Access Includes SMS)		USAGE	$ 0.0093985	(per query)	NA	NA
510		Service Order Cost		ORZMX	NA		$ 25.00	NA
511		Service Establishment Charge		CF353	NA		NA	NA
512		LIDB Data Storage & Administration						
513			Manual Update	OPEN	NA		$ 2.00	(Per Update)
514								
515	**800 Database**				**USAGE**			
516		Toll Free Database Query (Regional STP Access)		USAGE	$ 0.001298	(per query)		
517		Call Handling and Destination (Regional STP Access)		USAGE	$ 0.000169	(per query)		
518		Toll Free Database Query (Local STP Access)		USAGE	$ 0.001452	(per query)		
519		Call Handling and Destination (Local STP Access)		USAGE	$ 0.000322	(per query)		
520								
521	**SS7**							
522		SS7 Links - Cross Connects						
523		STP to Collocators Cage - DS0		USAGE	See Dedicated Transport			
524		STP to Collocators Cage- DS1		USAGE	See Dedicated Transport			
525		STP to SBC Wisconsin MDF - DS0		USAGE	See Dedicated Transport			
526		STP to SBC Wisconsin DSX Frame-DS1		USAGE	See Dedicated Transport			
527								
528		SS7 Links						
529		STP Access Connection - 1.544 Mbps		USAGE	See Dedicated Transport			
530		STP Access Link - 56 Kbps		USAGE	See Dedicated Transport			
531								
532		STP Port		USAGE	$ 347.17		$ 628.12	N/A
533								
534		SS7 Signalling			**USAGE**			
535		Signal Switching/IAM msg		USAGE	$ 0.000184			
536		Signal Transport/IAM msg		USAGE	$ 0.000133			
537		Signal Formulation/IAM msg		USAGE	$ 0.000342			
538		Signal Tandem Switching/IAM msg		USAGE	$ 0.000458			
539		Signal Switching/TCAP msg		USAGE	$ 0.000152			
540		Signal Transport/TCAP msg		USAGE	$ 0.000090			
541		Signal Formulation/TCAP msg		USAGE	$ 0.000333			
542		Point Code Addition		USAGE	N/A		$ 22.94	N/A
543		Global Title Translation Addition		USAGE	N/A		$ 12.33	N/A
544		Record						
545		Disconnect						
546								
547	**Unbundled Switch Port - Vertical Features**							
548	**Analog Line Port Features (per feature per port):**							
549	Call Waiting				$ -			
550	Call Forwarding Variable				$ -			
551	Call Forwarding Busy Line				$ -			
552	Call Forwarding Don't Answer				$ -			
553	Three-Way Calling				$ -			
554	Speed Calling - 8				$ -			
555	Speed Calling - 30				$ -			
556	Auto Callback/Auto Redial				$ -			
557	Distinctive Ring/Priority Call				$ -			
558	Selective Call Rejection/Call Blocker				$ -			
559	Auto Recall/Call Return				$ -			
560	Selective Call Forwarding				$ -			
561	Calling Number Delivery				$ -			
562	Calling Name Delivery				$ -			
563	Calling Number/Name Blocking				$ -			
564	Anonymous Call Rejection (to date only available in Texas)				$ -			
565								
566	**Analog Line Port Features:**				$ -			
567	Personalized Ring (per arrangement per port)				$ -			
568	Hunting Arrangement (per arrangement)							
569								
570	**ISDN BRI Port Features (per B Channel, unless noted)**				$ -			
571	CSV/CSD per ISDN BRI port (required/provided)							
572								
573	Basic Electonic Key Terminal Service (EKTS)							
574	Basic EKTS provides:							
575	Bridged Call Exclusion							
576	Bridging							

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NA -Not Applicable

Line			SBC Generic Rates			
2	WISCONSIN		SBC RECURRING		SBC NON-REC.	
3		USOC	Monthly			
577	Call Forwarding Don't Answer					
578	Call Forwarding Interface Busy					
579	Call Forwarding Variable					
580	Message Waiting Indicator					
581	Speed Call (Long)					
582	Speed Call (Short)					
583	Three-way Conference Calling					
584						
585	Call Appearance Call Handling (CACH) EKTS					
586	CACH EKTS includes:					
587	Additional Call Offering (inherent)					
588	Bridged Call Exclusion					
589	Bridging					
590	Call Forwarding Don't Answer					
591	Call Forwarding Interface Busy					
592	Call Forwarding Variable					
593	Intercom					
594	Key System Coverage for Analog Lines					
595	Message Waiting Indicator					
596	Speed Call (Long)					
597	Speed Call (Short)					
598	Three-way Conference Calling					
599						
600	Basic individual features:					
601	Additional Call Offering					
602	Call Forwarding Don't Answer					
603	Call Forwarding Interface Busy					
604	Call Forwarding Variable					
605	Calling Number Delivery					
606	Hunt Group for CSD					
607	Hunt Group for CSV					
608	Message Waiting Indicator					
609	Secondary Only Telephone Number					
610	Three Way Conference Calling					
611						
612	**ISDN PRI Port Features**					
613						
614	Backup D Channel					
615	Calling Number Delivery					
616	Dynamic Channel Allocation					
617	DID #s - see Analog DID Trunk Port Features					
618						
619						
620	**Analog Trunk Port Features (per feature per port)**					
621	DID #s - per telephone number	UDM	$ 0.01			
622	DID #s - per telephone number - ISDN	UZN	$ 0.01			
623						
624	**DS1 Digital Trunk Port Features (per feature per port)**					
625	DID #s - see Analog DID Trunk Port Features					
626						
627	Unbundled Centrex System Options					
628	System Initial Establishment per Serving Office - Analog Only	SEPUS	NA		$ 469.62	NA
629	System Initial Establishment per Serving Office - Analog/ISDN BRI mix	SEPUS	NA		$ 469.62	NA
630	System Initial Establishment per Serving Office - ISDN BRI Only	SEPUS	NA		$ 469.62	NA
631	System Subsequent Change per Serving Office - Analog only system	REAJY	NA		$ 62.40	NA
632	System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	REAJY	NA		$ 62.40	NA
633	System Subsequent Change per Serving Office - ISDN BRI only system	REAJY	NA		$ 62.40	NA
634	System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system		NA		NA	NA
635	System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system		NA		NA	NA
636						
637	Analog Line Port (ALP) Features for Unbundled Centrex	NR9UE				
638	Standard feature initialization per Analog Line Port	USFCB	$ -		$ 228.75	
639						
640	Individual Features (per feature per port):		$ 374.80		NA	
641	Automatic Callback Calling/Business Group Callback					
642	Call Forwarding Variable/Business Group Call Forwarding Variable					
643	Call Forwarding Busy Line					
644	Call Forwarding Don't Answer					
645	Call Hold					
646	Call Pickup					
647	Call Transfer - All Calls					
648	Call Waiting - Intragroup/Business Group Call Waiting					
649	Call Waiting - Originating					
650	Call Waiting - Terminating					
651	Class of Service Restriction - Fully Restricted					
652	Class of Service Restriction - Semi Restricted					
653	Class of Service Restriction - Toll Restricted					
654	Consultation Hold					
655	Dial Call Waiting					
656	Directed Call Pickup - Non Barge In					
657	Directed Call Pickup - With Barge In					
658	Distinctive Ringing and Call Waiting Tone					

TBD -To be determined
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NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
659	Hunting Arrangement - Basic							
660	Hunting Arrangement - Circular							
661	Speed Calling Personal (short list)							
662	Three Way Calling							
663								
664	**ISDN BRI Port Features for Unbundled Centrex**							
665	Circuit Switched Voice (CSV)/(CSD) per BRI							
666								
667	Standard feature initialization per Centrex System				$ 374.80		NA	
668								
669	Individual features (per feature per B Channel)							
670	Additional Call Offering for CSV							
671	Automatic Callback Calling							
672	Call Forwarding Busy Line							
673	Call Forwarding Don't Answer							
674	Call Forwarding Variable							
675	Call Hold							
676	Call Pickup							
677	Call Transfer - All Calls							
678	Class of Service Restriction - Fully Restricted							
679	Class of Service Restriction - Semi Restricted							
680	Class of Service Restriction - Toll Restricted							
681	Consultation Hold							
682	Dial Call Waiting							
683	Directed Call Pickup - Non Barge In							
684	Directed Call Pickup - With Barge In							
685	Distinctive Ringing							
686	Hunting Arrangement - Basic							
687	Hunting Arrangement - Circular							
688	Speed Calling Personal (short list)							
689	Three Way Calling							
690	Custom Access Treatment Code (TX only)							
691	Denied Origination (TX only)							
692	Denied Termination (TX only)							
693	Intercom Dialing (TX only)							
694								
695	***OTHER***							
696								
697		Directory Assistance						
698								
699			**UNE P DA**					
700			Directory Assistance, per call	OPEN	$ 0.30		NA	NA
701			Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
702			National Directory Assistance	OPEN	$ 0.65		NA	NA
703			Reverse Directory Assistance	OPEN	$ 1.25		NA	NA
704								
705			**Facility-based DA**					
706			Directory Assistance/National Directory Assistance/Reverse DA , per call	OPEN	$ 0.35		NA	NA
707			Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
708								
709			Branding - Other - Initial/Subsequent Load	OPEN			$ 1,800.00	
710			- per call	OPEN	$ 0.025			
711								
712			Branding - Facility Based - Initial/Subsequent Load					
713			- Branding, per trunk group	OPEN	NA		$ 800.00	NA
714								
715			Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
716			Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
717								
718		DA Listings						
719		DA Listing Liscense						
720			Option #1 Full File (all states inclusive) Non-Billable Release (no query charges					
721			- per listing for initial load	OPEN	NA		$ 0.040	NA
722			- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
723			Option #2 Full File (all states inclusive) Billable Release					
724			- per listing for initial load	OPEN	NA		$ 0.020	NA
725			- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
726			- per usage/query	OPEN	NA		$ 0.020	NA
727			Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
728			- per listing for initial load	OPEN	NA		$ 0.050	NA
729			- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
730			Option #4 Pick & Choose (by state) Billable Release					
731			- per listing for initial load	OPEN	NA		$ 0.020	NA
732			- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
733			- per usage/query	OPEN	NA		$ 0.020	NA
734								
735		Operator Services						
736								
737			Fully Automated Call Processing, per occurrence	OPEN	$ 0.15		NA	NA
738			Operator Assisted Call Processing, per work second	OPEN	$ 0.02		NA	NA
739								

TBD -To be determined
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NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
740			Branding - Other - Initial/Subsequent Load	OPEN			1,800.00	
741			- per call	OPEN	$ 0.025			
742								
743			Branding - Facility Based - Initial/Subsequent Load					
744			- per trunk group	OPEN	NA		$ 800.00	NA
745								
746			Operator Services - Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
747			Operator Services - Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
748								
749		Ancillary Message Billing Compensation (Per Message)		OPEN	$ 0.03		NA	NA
750								
751		Structure Access - Poles & Ducts			Annually			
752			Per Pole attachment*	OPEN	$ 3.03			
753			Per Foot of innerduct	OPEN	$ 0.31			
754			Application fee	OPEN			$ 200.00	
755								
756		Emergency Number Service Access						
757			911 Selective Router Interconnection					
758			-Digital DS1 Interface	OPEN				
759			-Each DSO installed	OPEN				
760			-Analog Channel Interface	EVG9X	$ 26.29			$ 737.59
761			ANI/ALI/SR and Database Management					
762			- Per 100 records, rounded up to nearest 100	9S89X	$ 152.49			$ 14.37
763			911 Selective Router Switch Administration					
764			-Per Selective Router	OPEN				
765								
766			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
767			additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
768								
769	**RECIPROCAL COMPENSATION**							
770		End Office Local Termination						
771			Set up charge, per call	USAGE	$ 0.005485			
772			Duration charge, per MOU	USAGE	$ 0.001662			
773								
774		Tandem Switching						
775			Set up charge, per call	USAGE	$ 0.000904			
776			Duration charge, per MOU	USAGE	$ 0.000483			
777								
778		Tandem Transport Termination						
779			Set up charge, per call	USAGE	$ 0.000122			
780			Duration charge, per MOU	USAGE	$ 0.000064			
781								
782		Tandem Transport Facility Mileage, per MOU per mile						
783			Set up charge, per mile	USAGE	$ 0.000008			
784			Duration charge, per MOU per mile	USAGE	$ 0.000003			
785								
786	**TRANSIT SERVICE**							
787								
788		**Tandem Switching**						
789			per minute of use	USAGE	$ 0.004907		NA	
790								
791		**Tandem Termination**						
792			per minute of use	USAGE	$ 0.000175		NA	
793								
794		**Tandem Facility**						
795			per minute of use	USAGE	$ 0.000012		NA	
796	*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**							
797								
798	***RESALE***				RECURRING		NON-RECURRING	
799		**BUSINESS**						
800		**LOCAL EXCHANGE SERVICE**						
801		Business 1 Party		RESALE	17.50%		27.50%	
802		Business - Measured		RESALE	17.50%		27.50%	
803		Customer Operated Pay Telephone (COPT)		RESALE	17.50%		27.50%	
804								
805		**EXPANDED LOCAL CALLING**						
806		Extended Area Service		RESALE	20.00%		20.00%	
807								
808		**VERTICAL SERVICES**						
809		Anonymous Call Rejection		RESALE	25.00%		25.00%	
810		Repeat Dialing (Auto Redial)		RESALE	25.00%		25.00%	
811		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		RESALE	25.00%		25.00%	
812		Call Blocker		RESALE	25.00%		25.00%	
813		Call Forwarding		RESALE	25.00%		25.00%	
814		Call Forwarding - Busy Line		RESALE	25.00%		25.00%	
815		Call Forwarding - Busy Line/Don't Answer		RESALE	25.00%		25.00%	
816		Call Forwarding - Don't Answer		RESALE	25.00%		25.00%	
817		Automatic CallBack (Call Return)		RESALE	25.00%		25.00%	
818		Automatic CallBack-Per Use (Call Return - Usage Sensitive)		RESALE	25.00%		25.00%	
819		Call Trace		RESALE	25.00%		25.00%	
820		Call Waiting		RESALE	25.00%		25.00%	
821		Caller ID WithName (Calling Name)		RESALE	25.00%		25.00%	

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Line				SBC Generic Rates			
2	WISCONSIN			SBC RECURRING		SBC NON-REC.	
3			USOC	Monthly			
822		Caller ID (Calling Number)	RESALE	25.00%		25.00%	
823		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	25.00%		25.00%	
824		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	25.00%		25.00%	
825		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%		0.00%	
826		Selective Call Forwarding	RESALE	0.00%		0.00%	
827		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	25.00%		25.00%	
828		Remote Call Forwarding-Per Feature	RESALE	25.00%		25.00%	
829		RCF, Interstate, Interexchange	RESALE	25.00%		25.00%	
830		RCF, Intrastate	RESALE	25.00%		25.00%	
831		RCF, Interstate, International	RESALE	25.00%		25.00%	
832		RCF, Intrastate, Interexchange	RESALE	25.00%		25.00%	
833		RCF to 800	RESALE	25.00%		25.00%	
834		RCF Additional	RESALE	25.00%		25.00%	
835		Speed Calling 8	RESALE	25.00%		25.00%	
836		Speed Calling 30	RESALE	25.00%		25.00%	
837		Three Way Calling	RESALE	25.00%		25.00%	
838		Call Screening	RESALE	25.00%		25.00%	
839		Busy Line Transfer	RESALE	25.00%		25.00%	
840		Alternate Answer	RESALE	25.00%		25.00%	
841		Message Waiting - Tone	RESALE	25.00%		25.00%	
842		Easy Call	RESALE	25.00%		25.00%	
843		Prime Number Service	RESALE	25.00%		25.00%	
844		SBC Wisconsin Privacy Manager	RESALE	25.00%		25.00%	
845		Name and Number Delivery Service	RESALE	25.00%		25.00%	
846							
847		**DID**					
848		DID	RESALE	15.00%		15.00%	
849							
850		**TRUNKS**					
851		Trunk	RESALE	17.50%		17.50%	
852							
853		**AIN**					
854		Area Wide Networking	RESALE	25.00%		25.00%	
855		SBC Wisconsin Switch Alternate Routing (ANSAR)	RESALE	25.00%		25.00%	
856		SBC Wisconsin Customer Location Alternate Routing (ACLAR)	RESALE	25.00%		25.00%	
857							
858		**OTHER**					
859		Grandfathered Services	RESALE	0.00%		0.00%	
860		Promotions (Greater than 90 days)	RESALE	25.00%		25.00%	
861		TouchTone (Business)	RESALE	25.00%		25.00%	
862		TouchTone (Trunk)	RESALE	25.00%		25.00%	
863		900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
864		976 (976 Information Delivery Service)	RESALE	0%		0%	
865		Access Services (See Access Tariff)	RESALE	0%		0%	
866		Additional Directory Listings	RESALE	15.00%		15.00%	
867		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
868		Connection Services	RESALE	25.00%		25.00%	
869		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
870		Shared Tenant Service	RESALE	0%		0%	
871							
872		**Data Services**					
873		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	8.00%		8.00%	
874		PBX Trunks	RESALE	8.00%		8.00%	
875		Mulit-Service Optical Network (MON)	RESALE	8.00%		8.00%	
876		OCn-PTP	RESALE	8.00%		8.00%	
877		ADTS-E	RESALE	8.00%		8.00%	
878		DS0	RESALE	8.00%		8.00%	
879		DS1	RESALE	8.00%		8.00%	
880		DS3	RESALE	8.00%		8.00%	
881							
882		**ISDN**					
883		ISDN	RESALE	9.70%		9.70%	
884							
885		**DIRECTORY ASSISTANCE SERVICES**					
886		Directory Assistance Services	RESALE	15.00%		15.00%	
887		Local Operator Assistance Service	RESALE	15.00%		15.00%	
888		Reverse Directory Assistance (RDA)	RESALE	$1.25		NA	
889							
890		**TOLL**					
891		TOLL	RESALE	25.00%		25.00%	
892							
893		**OPTIONAL TOLL CALLING PLANS**					
894		Optional Toll Calling Plans	RESALE	25.00%		25.00%	
895							
896		**CENTREX (PLEXAR)**					
897		SBC Wisconsin Centrex Service ACS	RESALE	25.00%		25.00%	
898		SBC Wisconsin Centrex Network Manager	RESALE	0.00%		0.00%	
899							
900		**PRIVATE LINE**					
901		Analog Private Lines	RESALE	8.00%		8.00%	
902		Private Line Channel Services	RESALE	8.00%		8.00%	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line				SBC Generic Rates			
2	WISCONSIN			SBC RECURRING		SBC NON-REC.	
3			USOC	Monthly			
903							
904	RESIDENCE			RESALE DISCOUNTS			
905	LOCAL EXCHANGE SERVICE			RECURRING		NON-RECURRING	
906	Life Line		RESALE	0.00%		0.00%	
907	Residence 1 Party		RESALE	14.50%		25.00%	
908	Residence Measured		RESALE	14.50%		25.00%	
909							
910	**EXPANDED LOCAL CALLING**						
911	Extended Area Service		RESALE	17.50%		17.50%	
912							
913	**VERTICAL SERVICES**						
914	Anonymous Call Rejection		RESALE	23.00%		23.00%	
915	Repeat Dialing (Auto Redial)		RESALE	23.00%		23.00%	
916	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		RESALE	23.00%		23.00%	
917	Call Blocker		RESALE	23.00%		23.00%	
918	Call Forwarding		RESALE	23.00%		23.00%	
919	Call Forwarding - Busy Line		RESALE	23.00%		23.00%	
920	Call Forwarding - Busy Line/Don't Answer		RESALE	23.00%		23.00%	
921	Call Forwarding - Don't Answer		RESALE	23.00%		23.00%	
922	Automatic Call-Back (Call Return)		RESALE	23.00%		23.00%	
923	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		RESALE	23.00%		23.00%	
924	Call Trace		RESALE	23.00%		23.00%	
925	Call Waiting		RESALE	23.00%		23.00%	
926	Caller ID with Name (Calling Name)		RESALE	23.00%		23.00%	
927	Caller ID (Calling Number)		RESALE	23.00%		23.00%	
928	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		RESALE	23.00%		23.00%	
929	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		RESALE	23.00%		23.00%	
930	Remote Access to Call Forwarding (GF)		RESALE	0.00%		0.00%	
931	RCF, Interstate, Interexchange		RESALE	23.00%		23.00%	
932	RCF, Intrastate		RESALE	23.00%		23.00%	
933	RCF, Interstate, International		RESALE	23.00%		23.00%	
934	RCF, Intrastate, Interexchange		RESALE	23.00%		23.00%	
935	RCF to 800		RESALE	23.00%		23.00%	
936	RCF Additional		RESALE	23.00%		23.00%	
937	Selective Call Forwarding		RESALE	23.00%		23.00%	
938	Speed Calling 8		RESALE	23.00%		23.00%	
939	Three Way Calling		RESALE	23.00%		23.00%	
940	Call Screening		RESALE	23.00%		23.00%	
941	Busy Line Transfer		RESALE	23.00%		23.00%	
942	Alternate Answer		RESALE	23.00%		23.00%	
943	Message Waiting - Tone		RESALE	23.00%		23.00%	
944	Easy Call		RESALE	23.00%		23.00%	
945	SBC Wisconsin Privacy Manager		RESALE	23.00%		23.00%	
946	Name and Number Delivery Service		RESALE	23.00%		23.00%	
947							
948	**ISDN**						
949	ISDN		RESALE	9.70%		9.70%	
950							
951	**DIRECTORY ASSISTANCE SERVICES**						
952	Directory Assistance Services		RESALE	15.00%		15.00%	
953	Local Operator Assistance Service		RESALE	15.00%		15.00%	
954	Reverse Directory Assistance (RDA)		RESALE	$1.25		NA	
955							
956	**OTHER**						
957	Grandfathered Services		RESALE	0.00%		0.00%	
958	Promotions (Greater than 90 Days)		RESALE	23.00%		23.00%	
959	TouchTone		RESALE	23.00%		23.00%	
960	Home Services Packages		RESALE	23.00%		23.00%	
961	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%		0%	
962	976 (976 Information Delivery Service)		RESALE	0%		0%	
963	Access Services (See Access Tariff)		RESALE	0%		0%	
964	Additional Directory Listings		RESALE	15.00%		15.00%	
965	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%		0%	
966	Connection Services		RESALE	25.00%		25.00%	
967	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%		0%	
968	Shared Tenant Service		RESALE	0%		0%	
969							
970	**TOLL**						
971	Toll		RESALE	21.50%		21.50%	
972							
973	**Electronic Billing Information Data (daily usage)**		RESALE	$0.00			
974	per message						
975							
976	**Local disconnect Report (LDR)**						
977	Per WTN		RESALE	$0.00			
978							
979	**Line Connection Charge**						
980	Residence		RESALE			N/A	
981	Business		RESALE			N/A	
982							

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
983		Service Order/Service Request Charge						
984		Residence		RESALE			$26.25	
985		Business		RESALE			$31.90	
986								
987		Non-Electronic (Manual) Service Order Charge						
988		Residence		RESALE			$9.02	
989		Business		RESALE			$9.02	
990		The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc.,						

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

SCHEDULE - UNE COMBINATIONS
(WISCONSIN)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

Wisconsin
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Access Area C - Rural			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	

		Collocation Services				
	Wisconson	CAGE				
		QUOTE SHEET				
				QUANTITY	RATE	RATE
	COST ELEMENT	UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**			**$27.60**
	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**			**$53.71**
	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**		**$22.50**	
COMMON SYSTEMS						
	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**		**$2.84**	**$123.27**
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$616.75**
	DC Power Engineering	Per Application	**NRL6P**			**$658.78**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	Power Cable and Infrastructure:					
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$1.18**	**$51.08**
	20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	Equipment Grounding:					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.75**	**$32.44**
POWER CONSUMPTION (Including HVAC)						
	20 Amps	Per 20 Amps	**S8FPT**		**$562.19**	
	40 Amps	Per 40 Amps	**S8FQD**		**$1,124.38**	
	50 Amps	Per 50 Amps	**S8FPS**		**$1,405.47**	
	100 Amps	Per 100 Amps	**S8FQE**		**$2,281.89**	
	200 Amps	Per 200 Amps	**S8FQF**		**$4,563.79**	
	400 Amps	Per 400 Amps	**SP1QJ**		**$9,127.57**	
FIBER CABLE PLACEMENT						
	Central Office:					
	Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	**S8FQ9**		**$36.20**	**$935.01**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$37.34**	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.22**	**$15.69**
	Bits Timing	Per two circuits	**S8FQT**		**$10.25**	**$740.10**
	Space Availability Report	Per Premise	**NRLYX**			**$120.60**
	Security Access / ID Cards	Per Card	**NRLZW**			**$32.69**
	ID Card	Per Card	NONE			**$0.00**
	Cage Prep Costs					
	Vendor Layout & Coord.	Per CLEC Cage	**NRL6N**			**$531.64**
	AC Circuits to Cage	Per CLEC Cage	**NRL6O**			**$589.66**
	Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)				**$0.00**
	Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)				**$0.00**
	Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)				**$0.00**
	Cage Door & Lock	Each (CLEC Provides)				**$0.00**
	Backboard	Each (CLEC Provides)				**$0.00**
	Signage	Each (CLEC Provides)				**$0.00**
	Overhead light	Each (CLEC Provides)				**$0.00**
	AC Electrical Outlet	Each (CLEC Provides)				**$0.00**
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL6R**			**$1,116.11**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8FQM**		**$755.21**	**$5,743.79**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F46**		**$13.22**	**$489.33**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F47**		**$404.80**	**$3,816.21**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8FQN**		**$5.27**	**$173.12**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8FQR**		**$15.31**	**$279.59**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route+C135	**NRL6W**			**$803.35**
	Cable Installation	Per Placement (CLEC Installs Cable)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F4X**		**$0.66**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F4Y**		**$0.44**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F4Z**		**$2.83**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F4G**		**$1.33**	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**SP1QC**			**$14.85**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1D**			**$779.98**
	Project Coordination	Per CLEC Application	**NRL57**			**$2,587.57**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL1F**			**$504.93**
	Project Coordination	Per CLEC Application Augment	**NRL58**			**$1,392.82**
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$24.47**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$10.24**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$13.38**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$19.65**
	CONSTRUCTION - VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$19.65**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$24.47**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services			
	Wisconson	**CAGELESS**			
		QUOTE SHEET			
			QUANTITY	**RATE**	**RATE**
	COST ELEMENT	**UNIT**	**USOC**	**OF UNITS**	**MONTHLY RECURRING**	**NON-RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Site Conditioning	Per 10 Sq. Ft. of space used by CLEC	**S8FWC**			**$276.00**
	Safety & Security	Per 10 Sq. Ft. of space used by CLEC	**S8FWG**			**$537.10**
	Floor Space Usage	Per 10 Sq. Ft. of space used by CLEC	**S8F9C**		**$225.00**	
	Site Conditioning	Per 18 Sq. Ft. of space used by CLEC	**S8FWD**			**$496.80**
	Safety & Security	Per 18 Sq. Ft. of space used by CLEC	**S8FWH**			**$966.78**
	Floor Space Usage	Per 18 Sq. Ft. of space used by CLEC	**S8F9E**		**$405.00**	
COMMON SYSTEMS						
	Common Systems - Cageless	Per 10 Sq. Ft. of space used by CLEC	**S8FWE**		**$28.40**	**$1,232.70**
	Common Systems - Cageless	Per 18 Sq. Ft. of space used by CLEC	**S8FWF**		**$51.12**	**$2,218.86**
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$616.75**
	DC Power Engineering	Per Application	**NRL6P**			**$658.78**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	Power Cable and Infrastructure:					
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$1.18**	**$51.08**
	20 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	40 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	50 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	100 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	200 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	Equipment Grounding:					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.75**	**$32.44**
POWER CONSUMPTION (Including HVAC)						
	20 Amps	Per 20 Amps	**S8FPT**		**$562.19**	
	40 Amps	Per 40 Amps	**S8FQD**		**$1,124.38**	
	50 Amps	Per 50 Amps	**S8FPS**		**$1,405.47**	
	100 Amps	Per 100 Amps	**S8FQE**		**$2,281.89**	
	200 Amps	Per 200 Amps	**S8FQF**		**$4,563.79**	
	400 Amps	Per 400 Amps	**SP1QJ**		**$9,127.57**	
FIBER CABLE PLACEMENT						
	Central Office:					
	Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	**S8FQ9**		**$36.20**	**$935.01**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$37.34**	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.22**	**$15.69**
	Bits Timing	Per two circuits	**S8FQT**		**$10.25**	**$740.10**
	Space Availability Report	Per Premise	**NRLYX**			**$120.60**
	Security Access / ID Cards	Per Card	**NRLZW**			**$32.69**
	ID Card	Per Card	NONE			**$0.00**
	CAGELESS / POT BAY OPTIONS					
	Equipment Bay	CLEC Provided				
	Non Standard Bay	CLEC Provided				
	VF/DS0 Termination Panel	CLEC Provided				
	VF/DS0 Termination Module	CLEC Provided				
	DDP-1 Panel	CLEC Provided				
	DDP-1 Jack Access Card	CLEC Provided				
	DS3/STS-1 Interconnect Panel	CLEC Provided				
	DS3 Interconnect Module	CLEC Provided				
	Fiber Optic Splitter Panel	CLEC Provided				
	Fiber Termination Dual Module	CLEC Provided				
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL6R**			**$1,116.11**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3E**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Copper Pairs				

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- USOC Under Development

		Collocation Services				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		$11.77	$180.54
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		$755.21	$5,743.79
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		$13.22	$489.33
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		$404.80	$3,816.21
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		$5.27	$173.12
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		$15.31	$279.59
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRL6W			$803.35
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F4X		$0.66	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F4Y		$0.44	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		$2.83	
	24 Fiber Cable	Per Placement (CLEC Proviides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		$1.33	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			$14.85
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1D			$779.98
	Project Coordination	Per CLEC Application	NRL57			$2,587.57
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL1F			$504.93
	Project Coordination	Per CLEC Application Augment	NRL58			$1,392.82
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	NRL11			$24.47
	Com. Tech. -Craft	**Per 1/4 hour**	NRL14			$10.24
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	NRL12			$13.38
	Floor Space planner 1 Lv	**Per 1/4 hour**	NRL13			$19.65
	CONSTRUCTION - VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	NRL15			$19.65
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	NRL16			$24.47

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	Wisconson	ADJACENT STRUCTURE				
		COST SUMMARY				
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure						
				QUANTITY	RATE	RATE
				OF	MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Floor Space Usage	Per Sq. Ft. of land used by CLEC	**S8F55**		**$0.00**	
CONDUIT PLACEMENT						
	Co to Adjacent Structure	Per Linear Foot per 7 Ducts	**NRL8L**			**$329.34**
	Set Up and Wall Coring	Per Placement	**S8F8E**			**$6,125.56**
DC POWER PROVISIONING						
	Power Engineering:					
	DC Power Engineering	Per Placement	**S8F8V**			**$658.78**
	50 Amp DC Power Extension					
	50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FWZ**			**$6,105.83**
	50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			**$0.00**
	200 Amp DC Power Extension					
	200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FW3**			**$6,105.83**
	200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION						
	20 Amps	Per 20 Amps	**S8FWJ**		**$352.40**	
	40 Amps	Per 40 Amps	**S8FNK**		**$704.80**	
	50 Amps	Per 50 Amps	**S8FWK**		**$881.00**	
	100 Amps	Per 100 Amps	**S8FWL**		**$1,761.99**	
	200 Amps	Per 200 Amps	**S8F3U**		**$3,523.99**	
AC POWER PROVISIONING						
	100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
	AC Power	Per KWH	**S8F56**		**$0.06**	
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Site Survey		**NRL84**			**$2,666.34**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL6X**			**$622.81**
	Project Coordination	Per CLEC Application	**NRL6Z**			**$4,400.12**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL6Y**			**$504.93**
	Project Coordination	Per CLEC Application Augment	**NRL83**			**$2,078.34**
OPTIONAL COST:						
FIBER CABLE PLACEMENT						
	Fiber Cable Engineering	Per Placement	**S8FW6**			**$675.06**
	Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cab	**S8FW7**		**$14.75**	
	Innerduct Placement	Per Linear Foot	**S8FW8**			**$1.48**
INTERCONNECTION COSTS:						
INTERCONNECTION EXTENSION						
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
	(50 Pair Copper Cable)					
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
	(50 Pair Shielded Cable)					
	DS3 Extension - 1 DS3	Per Linear Foot (Clec Provides Cable)				
	(Coax Cable)					
	Optical Extension	Per Linear Foot (Clec Provides Cable)				
	(4 Fiber Jumper)					
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL8P**			**$1,116.11**
	Installation	Per Cable (CLEC Installs)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3G**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**S8FWW**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8F2L**		**$755.21**	**$5,743.79**
	Rack - DS1 - DCS	28 DS1				

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F2R**		**$13.22**	**$489.33**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F23**		**$404.80**	**$3,816.21**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8F27**		**$5.27**	**$173.12**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8F3N**		**$15.31**	**$279.59**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement	**NRL8Q**			**$803.35**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F57**		**$0.66**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F58**		**$0.44**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F59**		**$2.83**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F61**		**$1.33**	
	4 Inch Conduit	Per Placement (CLEC Provided)				
	TIME SENSITIVE ACTIVITIES					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$24.47**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$10.24**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$13.38**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$19.65**
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$19.65**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$24.47**

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		Collocation Services				
	Wisconson	VIRTUAL COLLOCATION				
		QUOTE SHEET				
				QUANTITY	RATE	RATE
	COST ELEMENT	UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62		$108.00	
	Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63		$194.39	
	Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66		$108.00	
	Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67		$194.39	
EQUIPMENT BAYS						
	Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
	Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
COMMON SYSTEMS						
	Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64		$40.99	
	Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		$73.78	
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	NRLJX			$616.75
	DC Power Engineering	Per Application	NRLFU			$658.78
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)				
	Power Cable and Infrastructure:					
	Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		$2.03	
	20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	Equipment Grounding:					
	Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69		$1.42	
POWER CONSUMPTION						
	DC Power Usage	Per Amp	S8F78		$20.28	
FIBER CABLE PLACEMENT						
	Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		$24.34	$2,411.05
	Entrance Conduit	Per Fiber Cable Sheath	S8F8G		$37.34	
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey					
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1U			$462.45
	Project Coordination	Per CLEC Application	NRL59			$2,951.16
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL56			$344.57
	Project Coordination	Per CLEC Application Augment	NRL5Z			$1,392.82
TIME SENSITIVE ACTIVITIES						
TRAINING						
	Communication Technician	Per 1/2 Hour	NRLJY			$20.48
	C O Manager (LFO)	Per 1/2 Hour	NRLMO			$26.77
	Power Engineer	Per 1/2 Hour	NRLNQ			$39.29
	Equipment Engineer	Per 1/2 Hour	NRLP6			$39.29
EQUIPMENT MAINTENANCE COST						
	Communication Technician (NOC)	Per 1/4 Hour	NRLVH			$10.24
EQUIPMENT EVALUATION COST						
	Equipment Engineer	Per 1/2 Hour	NRLP7			$39.29
CONSTRUCTION COORDINATION						
	Communication Technician	Per 1/2 Hour	NRLVD			$20.48
TEST & ACCEPTANCE						
	Communication Technician	Per 1/2 Hour	NRLVD			$20.48
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Placement	NRLWF			$1,116.11
	Cable Installation	Per Arrangement				
	Voice Grade Arrangement	100 Copper Pairs	S8F82		$8.03	$180.54
	Rack - Voice Grade	100 Copper Pairs				

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		Collocation Services				
	Voice Grade Arrangement	100 Shielded Pairs	S8F83		$8.03	$180.54
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1	S8F8X		$755.21	$5,743.79
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1	S8F8Y		$13.22	$489.33
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3	S8F8Z		$404.80	$3,816.21
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3	S8F81		$5.27	$173.12
	Rack - DS3 - DSX	1 DS3				
	4 Fiber Jumper	per Placement	S8F84		$16.29	$139.79
	Fiber Raceway per 4 Fiber Jumper	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRLWG			$880.35
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F85		$0.80	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F86		$0.53	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87		$3.41	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F88		$1.60	
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W		$0.36	$15.69
	Bits Timing	Per two circuits	S8F7Z		$17.07	$740.10

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Appendix A to General Terms and Conditions

This Appendix A to the General Terms and Conditions sets forth the CLEC's election of certain options in connection with the Alternate Billed Services (ABS) Appendix attached to and made a part of this Agreement. CLEC will place an "X" within the appropriate box indicating the Billing Option CLEC selects for **either** 1) All States **or** 2) a Specific State, in which this Agreement is being filed. **If CLEC fails to select one of the billing options identified below, the default selection of ABS Billing Option 1 will be selected on CLEC's behalf.**

BILLING OPTIONS	ALL STATES	SPECIFIC STATE(S)
ABS BILLING OPTION 1	X	
ABS BILLING OPTION 2		
ABS BILLING OPTION 3		

Access One, Inc.

Signature: [signature]

Name: Mark A. Jozwiak
(Print or Type)

Title: EVP
(Print or Type)

Date: 05.08.03

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

By and between

AT&T 4-STATE;
AT&T INDIANA
AT&T MICHIGAN
AT&T OHIO
AT&T WISCONSIN

And

Access One, Inc.

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

This Agreement is entered into by and between ACCESS ONE, INC., an Illinois corporation having an office at 820 W. Jackson Blvd, Suite 650, Chicago, Illinois 60607 ("CLEC") and 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, with offices at 208 S. Akard, Dallas, Texas 75202 ("AT&T 4-STATE" or **"AT&T INDIANA, AT&T MICHIGAN, AT&T OHIO, and/or AT&T WISCONSIN"** herein) through its authorized agent, AT&T Inc. The Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

RECITALS

A. AT&T 4-STATE is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Illinois.

B. AT&T 4-STATE is engaged in the business of providing, among other things, local Telephone Exchange Service within Indiana, Michigan, Ohio, and Wisconsin.

C. CLEC has been granted authority to provide certain local Telephone Exchange Services within Indiana, Michigan, Ohio, and Wisconsin and is a Local Exchange Carrier as defined by the Act.

D. 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 Telecommunications Services as required by the Act as set forth herein.

WHEREAS, in entering into this 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 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 Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

WHEREAS, AT&T 4-STATE notes that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its Memorandum Opinion and Order, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech was obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Because SBC/Ameritech has transitioned such Advanced Services to its structurally separate affiliate(s), AT&T 4-STATE has no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with CLEC and has no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth in the Agreement (to the extent applicable).

WHEREAS the Parties understand AT&T's operational support systems (OSS) and technical capabilities vary from one state to another across AT&T's twenty-two states. This Agreement attempts to conform an Illinois interconnection agreement to comply with AT&T's OSS and technical capabilities in the States of Indiana, Michigan, Ohio, and Wisconsin. To the extent provisions in the original agreement have not been modified in this Agreement and are inconsistent with the OSS and technical capabilities in the states listed above, AT&T shall provide such services, to the extent applicable, in accordance with the terms and conditions set forth in its then current generic interconnection agreement.

WHEREAS, the amendments attached to this Agreement have been sequentially numbered, regardless of whether signed or unsigned, and carry the effective date of the Agreement unless otherwise stated; and

WHEREAS, to the extent any rate, term or condition contained in any amendment attached hereto as of the Effective Date conflicts with any language in the underlying contract or any other amendment, the rate, term or condition set forth in the higher numbered amendment shall prevail; and

It is AT&T 4-STATE’s position that all of the rates, recitals, terms and conditions ("Provisions") set forth in the Agreement (including any and all attachments, appendices, recitals, and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in the Agreement (including all attachments thereto), and that all of such provisions are integrally related.

NOW, THEREFORE, in consideration of the mutual premises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T 4-STATE hereby agree as follows:

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **SBC 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 CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **SBC 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 **SBC WISCONSIN** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **SBC WISCONSIN** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:	Total Access Lines:
A	See: Tariff 20, Part 4, Section 2, Sheet 2
B	See: Tariff 20, Part 4, Section 2, Sheet 2
C	See: Tariff 20, Part 4, Section 2, Sheet 2

For Unbundled Interoffice Transmission Facilities:

Rate Zone:	Total Access Lines:
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **SBC WISCONSIN**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

1.9 To the extent a CLEC orders a product/UNE that is not in its current Interconnection Agreement, SBC reserves the right to reject the order. In the event the order is rejected, the CLEC may either issue a BFR or, if the product/UNE is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the product/UNE, the CLEC may request an amendment to its current Interconnection Agreement to provide for the product/UNE under the same terms, conditions and rates as provided in that approved Agreement.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

2.3 For purposes of reciprocal compensation only, 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.

2.4 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 **SBC 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, **SBC WISCONSIN** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SBC WISCONSIN** network, without any changes to **SBC WISCONSIN**’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **SBC WISCONSIN** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS Shared Transport (ULS-ST).

4.2 General Principals for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **SBC WISCONSIN** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **SBC WISCONSIN** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

4.3.1 Beginning on October 9, 2000, **SBC WISCONSIN** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).

4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
4	***UNBUNDLED NETWORK ELEMENTS***							
5	**Unbundled Loops**							
6		2-Wire Analog - Rural (Access Area C)		U2HXC	$ 10.90		See NRC prices below	
7		2-Wire Analog - Suburban (Access Area B)		U2HXB	$ 10.90		See NRC prices below	
8		2-Wire Analog - Metro (Access Area A)		U2HXA	$ 10.90		See NRC prices below	
9		2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)		U2WXC	$ 11.84		See NRC prices below	
10		2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)		U2WXB	$ 11.84		See NRC prices below	
11		2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)		U2WXA	$ 11.84		See NRC prices below	
12		2-Wire Ground Start, PBX - Rural (Access Area C)		U2JXC	$ 11.84		See NRC prices below	
13		2-Wire Ground Start, PBX - Suburban (Access Area B)		U2JXB	$ 11.84		See NRC prices below	
14		2-Wire Ground Start, PBX - Metro (Access Area A)		U2JXA	$ 11.84		See NRC prices below	
15		2-Wire COPTS Coin - Rural (Access Area C)		U2CXC	$ 10.90		See NRC prices below	
16		2-Wire COPTS Coin - Suburban (Access Area B)		U2CXB	$ 10.90		See NRC prices below	
17		2-Wire COPTS Coin - Metro (Access Area A)		U2CXA	$ 10.90		See NRC prices below	
18		2-Wire EKL - Rural (Access Area C)		U2KXC	$ 17.03		See NRC prices below	
19		2-Wire EKL - Suburban (Access Area B)		U2KXB	$ 17.03		See NRC prices below	
20		2-Wire EKL - Metro (Access Area A)		U2KXA	$ 17.03		See NRC prices below	
21		Conditioning for dB Loss						
22		4-Wire Analog - Rural Acess Area C)		U4HXC	$ 24.45		See NRC prices below	
23		4-Wire Analog - Suburban (Access Area B)		U4HXB	$ 24.45		See NRC prices below	
24		4-Wire Analog - Metro (Access Area A)		U4HXA	$ 24.45		See NRC prices below	
25		2-Wire Digital - Rural (Access Area C)		U2QXC	$ 13.06		See NRC prices below	
26		2-Wire Digital - Suburban (Access Area B)		U2QXB	$ 13.06		See NRC prices below	
27		2-Wire Digital - Metro (Access Area A)		U2QXA	$ 13.06		See NRC prices below	
28		4-Wire Digital - Rural (Access Area C)		4U1XC	$ 69.09		See NRC prices below	
29		4-Wire Digital - Suburban (Access Area B)		4U1XB	$ 69.09		See NRC prices below	
30		4-Wire Digital - Metro (Access Area A)		4U1XA	$ 69.09		See NRC prices below	
31		DS3 Loop - Rural (Access Area C)		U4D3C	$ 1,039.75		See NRC prices below	
32		DS3 Loop - Suburban (Access Area B)		U4D3B	$ 996.66		See NRC prices below	
33		DS3 Loop - Metro (Access Area A)		U4D3A	$ 861.67		See NRC prices below	
34	**DSL Capable Loops**							
35		2-Wire xDSL Loop						
36			PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 10.90		See NRC prices below	
37			PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 10.90		See NRC prices below	
38			PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 10.90		See NRC prices below	
39								
40			PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 10.90		See NRC prices below	
41			PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 10.90		See NRC prices below	
42			PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 10.90		See NRC prices below	
43								
44			PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 10.90		See NRC prices below	
45			PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 10.90		See NRC prices below	
46			PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 10.90		See NRC prices below	
47								
48			PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 10.90		See NRC prices below	
49			PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 10.90		See NRC prices below	
50			PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 10.90		See NRC prices below	
51								
52			PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 10.90		See NRC prices below	
53			PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 10.90		See NRC prices below	
54			PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 10.90		See NRC prices below	
55								
56			PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 10.90		See NRC prices below	
57			PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 10.90		See NRC prices below	
58			PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 10.90		See NRC prices below	
59		4-Wire xDSL Loop						
60			PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 24.45		See NRC prices below	
61			PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 24.45		See NRC prices below	
62			PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 24.45		See NRC prices below	
63								
64	**IDSL Capable Loop**							
65		IDSL Loop Access Area C - Rural		UY5FC	$ 13.06		See NRC prices below	
66		IDSL Loop Access Area B - Suburban		UY5FB	$ 13.06		See NRC prices below	
67		IDSL Loop Access Area A - Metro		UY5FA	$ 13.06		See NRC prices below	
68								
69		HFPL Loop						
70	*		HFPL Loop - Access Area C- Rural	ULPP3	$ 5.45		N/A	N/A
71	*		HFPL Loop - Access Area B- Suburban	ULPP2	$ 5.45		N/A	N/A
72	*		HFPL Loop - Access Area A- Metro	ULPP1	$ 5.45		N/A	N/A
73		Loop Qualification Process						
74			Loop Qualification Process - Mechanized	NR98U	N/A		$ 0.10	N/A
75			Loop Qualification Process - Manual	NRBXU	N/A		TBD	N/A
76			Loop Qualification Process - Detailed Manual	TBD	N/A		TBD	N/A
77								
78								
79								
80								
81		DSL Conditioning Options - >12KFT and < 17.5KFT						
82			Removal of Repeater Options	NRBXV	N/A		$ 149.01	N/A
83			Removal Bridged Tap Option	NRBXW	N/A		$ 720.01	N/A
84			Removal of Load Coil	NRBXZ	N/A		$ 691.82	N/A

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
85		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT						
86			Removal of Repeater Options	NRBNL	N/A		$ 145.82	N/A
87			Removal Bridged Tap Option	NRBNK	N/A		$ 344.90	N/A
88			Removal of Load Coil	NRBNJ	N/A		$ 582.38	N/A
89								
90	**Loop Non-Recurring Charges (Excluding DS3)**							
91		Bus Service Order - Establish		SEPUP	N/A		$ 16.50	N/A
92		Bus Service Order - Add/Change		REAH9	N/A		$ 16.50	N/A
93		Bus Line Connection		SEPUC	N/A		$ 40.10	N/A
94		Bux Line Connection Add/Change		REAH5	N/A		$ 40.10	N/A
95		Res Service Order - Establish		SEPUP	N/A		$ 16.50	N/A
96		Res Service Order - Add/Change		REAH9	N/A		$ 16.50	N/A
97		Res Line Connection		SEPUC	N/A		$ 40.10	N/A
98		Res Line Connection Add/Change		REAH5	NA		$ 40.10	NA
99	*	HFPL Service Order Charge		SEPUP	N/A		$ 16.50	N/A
100		HFPL Service Order Charge Add/Change		REAH9	N/A		$ 16.50	N/A
101		HFPL Line Connection		SEPUC	N/A		$ 40.10	N/A
102		HFPL Line Connection Add/change		REAH5	N/A		$ 40.10	N/A
103								
104	**DS3 Loop Non-Recurring Charges**							
105		Administrative		NR9OY	N/A		$ 183.10	N/A
106		Design & Central Office		NR9O1	N/A		$ 575.14	N/A
107		Customer Connection		NR9O3	N/A		$ 204.37	N/A
108								
109	**SUB-LOOPS**							
110		CO to ECS sub-loop						
111			2 Wire Analog - area A	PENDING	$ 11.08		See NRC prices below	
112			2 Wire Analog - area B	PENDING	$ 11.08		See NRC prices below	
113			2 Wire Analog - area C	PENDING	$ 11.08		See NRC prices below	
114			4 Wire Analog - area A	PENDING	$ 27.35		See NRC prices below	
115			4 Wire Analog - area B	PENDING	$ 27.35		See NRC prices below	
116			4 Wire Analog - area C	PENDING	$ 27.35		See NRC prices below	
117			2 Wire DSL - area A	PENDING	TBD		See NRC prices below	
118			2 Wire DSL - area B	PENDING	TBD		See NRC prices below	
119			2 Wire DSL - area C	PENDING	TBD		See NRC prices below	
120			4 Wire DSL - area A	PENDING	TBD		See NRC prices below	
121			4 Wire DSL - area B	PENDING	TBD		See NRC prices below	
122			4 Wire DSL - area C	PENDING	TBD		See NRC prices below	
123			2 Wire ISDN Compatible - area A	PENDING	$ 26.65		See NRC prices below	
124			2 Wire ISDN Compatible - area B	PENDING	$ 26.65		See NRC prices below	
125			2 Wire ISDN Compatible - area C	PENDING	$ 26.65		See NRC prices below	
126		CO to RT sub-loop						
127			4 Wire DS1 Compatible - area A	PENDING	$ 147.47		See NRC prices below	
128			4 Wire DS1 Compatible - area B	PENDING	$ 147.47		See NRC prices below	
129			4 Wire DS1 Compatible - area C	PENDING	$ 147.47		See NRC prices below	
130			DS3 compatible subloop - area A	PENDING	$ 972.02		See NRC prices below	
131			DS3 compatible subloop - area B	PENDING	$ 972.02		See NRC prices below	
132			DS3 compatible subloop - area C	PENDING	$ 972.02		See NRC prices below	
133		CO to SAI Sub-Loop						
134			2 Wire Analog - area A	PENDING	$ 10.27		See NRC prices below	
135			2 Wire Analog - area B	PENDING	$ 10.27		See NRC prices below	
136			2 Wire Analog - area C	PENDING	$ 10.27		See NRC prices below	
137			4 Wire Analog - area A	PENDING	$ 25.74		See NRC prices below	
138			4 Wire Analog - area B	PENDING	$ 25.74		See NRC prices below	
139			4 Wire Analog - area C	PENDING	$ 25.74		See NRC prices below	
140			2 Wire DSL - area A	PENDING	$ 6.36		See NRC prices below	
141			2 Wire DSL - area B	PENDING	$ 6.36		See NRC prices below	
142			2 Wire DSL - area C	PENDING	$ 6.36		See NRC prices below	
143			4 Wire DSL - area A	PENDING	$ 12.69		See NRC prices below	
144			4 Wire DSL - area B	PENDING	$ 12.69		See NRC prices below	
145			4 Wire DSL - area C	PENDING	$ 12.69		See NRC prices below	
146			2 Wire ISDN Compatible - area A	PENDING	N/A		See NRC prices below	
147			2 Wire ISDN Compatible - area B	PENDING	N/A		See NRC prices below	
148			2 Wire ISDN Compatible - area C	PENDING	N/A		See NRC prices below	
149		CO to Terminal sub-loop						
150			2 Wire Analog - area A	PENDING	$ 16.08		See NRC prices below	
151			2 Wire Analog - area B	PENDING	$ 16.08		See NRC prices below	
152			2 Wire Analog - area C	PENDING	$ 16.08		See NRC prices below	
153			4 Wire Analog - area A	PENDING	$ 37.34		See NRC prices below	
154			4 Wire Analog - area B	PENDING	$ 37.34		See NRC prices below	
155			4 Wire Analog - area C	PENDING	$ 37.34		See NRC prices below	
156			2 Wire DSL - area A	PENDING	$ 12.15		See NRC prices below	
157			2 Wire DSL - area B	PENDING	$ 12.15		See NRC prices below	
158			2 Wire DSL - area C	PENDING	$ 12.15		See NRC prices below	
159			4 Wire DSL - area A	PENDING	$ 24.31		See NRC prices below	
160			4 Wire DSL - area B	PENDING	$ 24.31		See NRC prices below	
161			4 Wire DSL - area C	PENDING	$ 24.31		See NRC prices below	
162			2 Wire ISDN Compatible - area A	PENDING	N/A		See NRC prices below	
163			2 Wire ISDN Compatible - area B	PENDING	N/A		See NRC prices below	
164			2 Wire ISDN Compatible - area C	PENDING	N/A		See NRC prices below	
165		ECS to SAI sub-loop						
166			2 Wire Analog - area A	PENDING	$ 1.48		See NRC prices below	

TBD -To be determined
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NA -Not Applicable

Line					SBC Generic Rates		
2	WISCONSIN				SBC RECURRING		SBC NON-REC.
3				USOC	Monthly		
167			2 Wire Analog - area B	PENDING	$ 1.48		See NRC prices below
168			2 Wire Analog - area C	PENDING	$ 1.48		See NRC prices below
169			4 Wire Analog - area A	PENDING	$ 2.96		See NRC prices below
170			4 Wire Analog - area B	PENDING	$ 2.96		See NRC prices below
171			4 Wire Analog - area C	PENDING	$ 2.96		See NRC prices below
172			2 Wire DSL - area A	PENDING	$ 1.48		See NRC prices below
173			2 Wire DSL - area B	PENDING	$ 1.48		See NRC prices below
174			2 Wire DSL - area C	PENDING	$ 1.48		See NRC prices below
175			4 Wire DSL - area A	PENDING	$ 2.96		See NRC prices below
176			4 Wire DSL - area B	PENDING	$ 2.96		See NRC prices below
177			4 Wire DSL - area C	PENDING	$ 2.96		See NRC prices below
178		ECS to Terminal sub-loop					
179			2 Wire Analog - area A	PENDING	$ 7.28		See NRC prices below
180			2 Wire Analog - area B	PENDING	$ 7.28		See NRC prices below
181			2 Wire Analog - area C	PENDING	$ 7.28		See NRC prices below
182			4 Wire Analog - area A	PENDING	$ 14.56		See NRC prices below
183			4 Wire Analog - area B	PENDING	$ 14.56		See NRC prices below
184			4 Wire Analog - area C	PENDING	$ 14.56		See NRC prices below
185			2 Wire DSL - area A	PENDING	$ 7.28		See NRC prices below
186			2 Wire DSL - area B	PENDING	$ 7.28		See NRC prices below
187			2 Wire DSL - area C	PENDING	$ 7.28		See NRC prices below
188			4 Wire DSL - area A	PENDING	$ 14.56		See NRC prices below
189			4 Wire DSL - area B	PENDING	$ 14.56		See NRC prices below
190			4 Wire DSL - area C	PENDING	$ 14.56		See NRC prices below
191		ECS to NID sub-loop					
192			2 Wire Analog - area A	PENDING	$ 8.64		See NRC prices below
193			2 Wire Analog - area B	PENDING	$ 8.64		See NRC prices below
194			2 Wire Analog - area C	PENDING	$ 8.64		See NRC prices below
195			4 Wire Analog - area A	PENDING	$ 17.26		See NRC prices below
196			4 Wire Analog - area B	PENDING	$ 17.26		See NRC prices below
197			4 Wire Analog - area C	PENDING	$ 17.26		See NRC prices below
198			2 Wire DSL - area A	PENDING	$ 8.64		See NRC prices below
199			2 Wire DSL - area B	PENDING	$ 8.64		See NRC prices below
200			2 Wire DSL - area C	PENDING	$ 8.64		See NRC prices below
201			4 Wire DSL - area A	PENDING	$ 17.26		See NRC prices below
202			4 Wire DSL - area B	PENDING	$ 17.26		See NRC prices below
203			4 Wire DSL - area C	PENDING	$ 17.26		See NRC prices below
204		SAI to Terminal sub-loop					
205			2 Wire Analog - area A	PENDING	$ 6.82		See NRC prices below
206			2 Wire Analog - area B	PENDING	$ 6.82		See NRC prices below
207			2 Wire Analog - area C	PENDING	$ 6.82		See NRC prices below
208			4 Wire Analog - area A	PENDING	$ 13.63		See NRC prices below
209			4 Wire Analog - area B	PENDING	$ 13.63		See NRC prices below
210			4 Wire Analog - area C	PENDING	$ 13.63		See NRC prices below
211			2 Wire DSL - area A	PENDING	$ 6.82		See NRC prices below
212			2 Wire DSL - area B	PENDING	$ 6.82		See NRC prices below
213			2 Wire DSL - area C	PENDING	$ 6.82		See NRC prices below
214			4 Wire DSL - area A	PENDING	$ 13.63		See NRC prices below
215			4 Wire DSL - area B	PENDING	$ 13.63		See NRC prices below
216			4 Wire DSL - area C	PENDING	$ 13.63		See NRC prices below
217		SAI to NID sub-loop					
218			2 Wire Analog - area A	PENDING	$ 8.17		See NRC prices below
219			2 Wire Analog - area B	PENDING	$ 8.17		See NRC prices below
220			2 Wire Analog - area C	PENDING	$ 8.17		See NRC prices below
221			4 Wire Analog - area A	PENDING	$ 16.32		See NRC prices below
222			4 Wire Analog - area B	PENDING	$ 16.32		See NRC prices below
223			4 Wire Analog - area C	PENDING	$ 16.32		See NRC prices below
224			2 Wire DSL - area A	PENDING	$ 8.17		See NRC prices below
225			2 Wire DSL - area B	PENDING	$ 8.17		See NRC prices below
226			2 Wire DSL - area C	PENDING	$ 8.17		See NRC prices below
227			4 Wire DSL - area A	PENDING	$ 16.32		See NRC prices below
228			4 Wire DSL - area B	PENDING	$ 16.32		See NRC prices below
229			4 Wire DSL - area C	PENDING	$ 16.32		See NRC prices below
230		Terminal to NID sub-loop					
231			2 Wire Analog - area A	PENDING	$ 1.87		See NRC prices below
232			2 Wire Analog - area B	PENDING	$ 1.87		See NRC prices below
233			2 Wire Analog - area C	PENDING	$ 1.87		See NRC prices below
234			4 Wire Analog - area A	PENDING	$ 3.75		See NRC prices below
235			4 Wire Analog - area B	PENDING	$ 3.75		See NRC prices below
236			4 Wire Analog - area C	PENDING	$ 3.75		See NRC prices below
237			2 Wire DSL - area A	PENDING	$ 1.87		See NRC prices below
238			2 Wire DSL - area B	PENDING	$ 1.87		See NRC prices below
239			2 Wire DSL - area C	PENDING	$ 1.87		See NRC prices below
240			4 Wire DSL - area A	PENDING	$ 3.75		See NRC prices below
241			4 Wire DSL - area B	PENDING	$ 3.75		See NRC prices below
242			4 Wire DSL - area C	PENDING	$ 3.75		See NRC prices below
243		NID sub-loop element					
244			2 Wire Analog - area A	PENDING	TBD		See NRC prices below
245			2 Wire Analog - area B	PENDING	TBD		See NRC prices below
246			2 Wire Analog - area C	PENDING	TBD		See NRC prices below
247			4 Wire Analog - area A	PENDING	TBD		See NRC prices below
248			4 Wire Analog - area B	PENDING	TBD		See NRC prices below

TBD -To be determined
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NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
249			4 Wire Analog - area C	PENDING	TBD		See NRC prices below	
250			2 Wire DSL - area A	PENDING	TBD		See NRC prices below	
251			2 Wire DSL - area B	PENDING	TBD		See NRC prices below	
252			2 Wire DSL - area C	PENDING	TBD		See NRC prices below	
253			4 Wire DSL - area A	PENDING	TBD		See NRC prices below	
254			4 Wire DSL - area B	PENDING	TBD		See NRC prices below	
255			4 Wire DSL - area C	PENDING	TBD		See NRC prices below	
256			2 Wire ISDN Compatible - area A	PENDING	TBD		See NRC prices below	
257			2 Wire ISDN Compatible - area B	PENDING	TBD		See NRC prices below	
258			2 Wire ISDN Compatible - area C	PENDING	TBD		See NRC prices below	
259			4 Wire DS1 Compatible - area A	PENDING	TBD		See NRC prices below	
260			4 Wire DS1 Compatible - area B	PENDING	TBD		See NRC prices below	
261			4 Wire DS1 Compatible - area C	PENDING	TBD		See NRC prices below	
262			DS3 compatible subloop - area A	PENDING	TBD		See NRC prices below	
263			DS3 compatible subloop - area B	PENDING	TBD		See NRC prices below	
264			DS3 compatible subloop - area C	PENDING	TBD		See NRC prices below	
265		**Sub-Loop Non-Recurring Charges**						
266			2-Wire Analog Sub-Loop	PENDING			$ 220.88	
267			4-Wire Analog Sub-Loop	PENDING			$ 221.90	
268			2-Wire xDSL Digital Sub-Loop	PENDING			$ 254.74	
269			4-Wire xDSL Digital Sub-Loop	PENDING			$ 259.05	
270			2-Wire ISDN Digital Sub-Loop	PENDING			$ 281.32	
271			4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING			$ 488.74	
272			DS3 Sub-Loop	PENDING			$ 643.91	
273		Service Order Charge						
274			Establish, per occasion	PENDING			$ 16.50	
275			Add or change, per occasion	PENDING			$ 16.50	
276		Line Connection Charge						
277			per occasion	PENDING			$ 40.10	
278								
279								
280	**DSL Cross Connects**							
281	*	HFPL Cross Connect - CLEC Owned Non Integrated		UKCGE	$ 0.71		$ 58.59	N/A
282	*	HFPL Cross Connect - CLEC Owned Integrated		UKCGD	$ 0.71		$ 58.59	N/A
283	*	HFPL Cross Connect - SBC Owned		UKCGX	$ 0.71		$ 71.48	N/A
284		The price assumes all Central Office cross-connects required to provision the HFPL product						
285								
286	**HFPL OSS Charge**							
287	*	HFPL OSS Charge - per line		UM3	$ 0.91		N/A	N/A
288	**LST**							
289		Line & Station Transfer(LST) performed on CODSLAM Loop		URCLD	N/A		$ 160.08	
290		Line & Station Transfer(LST) performed on CODSLAM Loop		URCLB	N/A		$ 141.25	
291	**Loop Cross Connects**							
292		DS3 C.O. Cross-Connect to Collocation		CXCBX	$ 29.01		N/A	N/A
293								
294	**Unbundled Local Switching**				**USAGE**			
295		ULS Usage, per Originating or Terminating MOU (statewide)		N/A	$ 0.003451		NA	NA
296					**PER MESSAGE**			
297		Daily Usage Feed (DUF), per message		N/A	$ 0.000940		NA	NA
298								
299		Customized Routing per Line Class Code, per switch		UROPW	NA		$ 218.98	
300		Billing Establishment, per CLEC, per switch		NR9UJ	NA		NA	N/A
301		Service Coordination Fee, per CLEC bill, per switch		UFEPW	$ 1.16		N/A	N/A
302		Subsequent Training, per Company Person, per Hour		NR9UT	N/A		$ 73.07	NA
303								
304	**Unbundled Local Switching with Shared Transport**				**USAGE**			
305		ULS-Usage for ULS-ST, per Originating & Terminating MOU		USAGE	$ 0.001319		N/A	
306		ULS-ST Blended Transport MOU		USAGE	$ 0.001662		N/A	
307		ULS-ST Reciprocal Compensation MOU		USAGE	$ 0.001319		N/A	
308		ULS-ST Common Transport MOU		USAGE	$ 0.001072		N/A	
309		ULS-ST Tandem Switching MOU		USAGE	$ 0.000291		N/A	
310					**PER MESSAGE**			
311		SS7 Signaling Transport associated with ULS-ST		USAGE	$ 0.000055		N/A	
312								
313		Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		UROAN	NA		$ 120.51	
314								
315	**LNP**							
316	Local Number Portability			NSR	$ 0.28		N/A	
317								
318	**Port Charge Per Month**							
319		Analog Line Port		UPC	$ 6.25		$ 54.27	N/A
320		Analog Residence Only Line Port (Wisconsin Only)		UJR	$ 3.71		$ 54.27	N/A
321		Analog Business Only Line Port		OPEN	$ 6.25		$ 54.27	N/A
322		Analog Line Port - PBX 2W		UVL	$ 6.25		$ 54.27	N/A
323		Analog Line Port - PBX 1W In		U1L	$ 6.25		$ 54.27	N/A
324		Analog Line Port - PBX 1W Out		UOL	$ 6.25		$ 54.27	N/A
325		Ground Start Port		UPZ	$ 6.88		$ 54.27	N/A
326		Ground Start Port		U1Z	$ 6.88		$ 54.27	N/A
327		Ground Start Port - PBX 2W		UOZ	$ 6.88		$ 54.27	N/A
328		Analog DID Trunk Port		UPR	$ 13.84		$ 54.27	N/A
329		Analog DID Trunk Port - Add/rearrange channels		REAJG	NA		$ 26.45	NA
330		ISDN BRI Port - National		U2P	$ 34.17		$ 54.27	N/A

TBD -To be determined
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Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
331		ISDN-Direct Port - National (BRI) - per telephone number		UZN	$ 0.01			
332		ISDN BRI Port - Custom		U25	$ 34.17		$ 54.27	N/A
333		ISDN-Direct Port - Custom (BRI) - per telephone number		UZN	$ 0.01			
334		ISDN PRI Port - National		UZQZD	$ 172.28		$ 675.82	N/A
335		ISDN-Prime Trunk Port - National (PRI) - per telephone number		UZN	$ 0.01			
336		ISDN-Prime Trunk Port - National (PRI) - add/rearrange channels		REAKB	NA		$ 26.45	
337		ISDN PRI Port - Custom		UZPZD	$ 172.28		$ 675.82	N/A
338		ISDN-Prime Trunk Port - Custom (PRI) - per telephone number		UZN	$ 0.01			
339		ISDN-Prime Trunk Port - Custom (PRI) - add/rearrange channels		REAKB	NA		$ 26.45	
340		Digital Trunking Trunk Port		U9Z	$ 112.14		$ 675.82	N/A
341		DS1 Trunk Port		UROPT	$ 110.06		$ 675.82	N/A
342		ULS Trunk Port (Standalone) (DS1) - per DSO termination		UZN	$ 4.59			
343		ULS Trunk Port (Standalone) (DS1) - add/rearrange per DSO termination		REAKB	NA		$ 26.45	
344		Centrex Basic Line Port		U3XAA-CA	$ 10.83		$ 54.27	N/A
345		Centrex Basic Line Port		U3XAB-CB	$ 10.83		$ 54.27	N/A
346		Centrex Basic Line Port		U3XAD-CD	$ 10.83		$ 54.27	N/A
347		Centrex Basic Line Port		U3XAE-CE	$ 10.83		$ 54.27	N/A
348		Centrex ISDN BRI Port - National		PENDING	$ 55.38		$ 54.27	N/A
349		Centrex ISDN BRI Port - Custom		PENDING	$ 55.38		$ 54.27	N/A
350		Centrex EKL Line Port		U3XAC-CC	$ 33.21		$ 54.27	N/A
351		Centrex Attendant Console Line Port		U6A	$ 107.02		$ 108.54	N/A
352								
353	**Port Non-Recurring Charges**							
354		Service Order - Line Port, per occasion		NR9UU	NA		$ 17.66	N/A
355		Service Order - Add Change		NR9UV	NA		$ 17.66	N/A
356		Service Order - Trunk Port, per occasion		NR9UG	NA		$ 348.43	N/A
357		Service Order - Record Order, per occasion, Basic Port		NR9F6	NA		$ 15.34	N/A
358		Service Order - Record Order, per occasion Complex Port		NR9F7	NA		$ 15.34	N/A
359		Service Order - Record order, per occasion, ULS Trunk Port		NR9F8	NA		$ 15.34	N/A
360		Conversion from one port type to another, per each port changed		REAKD	NA		$ 50.60	N/A
361								
362	**Cross Connects**							
363		2-Wire		CXCT2	$ 0.19		NA	NA
364		2-Wire Line Port		CXC9X	$ 0.19		NA	NA
365		4-Wire		CXCT4	$ 0.38		NA	NA
366		6-Wire		OPEN	$ 0.57		NA	NA
367		8-Wire		OPEN	$ 0.76		NA	NA
368		DS1/LT1		CXCDX	$ 0.52		NA	NA
369		DS3/LT3		CXC8X	$ 0.96		NA	NA
370		OC3		OPEN	$ 103.01		NA	NA
371		OC12		OPEN	$ 542.96		NA	NA
372		OC48		OPEN	$ 1,218.40		NA	NA
373								
374	**Tandem Switching**							
375		per minute of use (without Tandem Trunks)		USAGE	$ 0.000674		NA	NA
376								
377								
378	**Dedicated Transport**							
379		Entrance Facility:						
380		DS1	Zone 1	UEYB1	$ 69.09		NA	NA
381			Zone 2	UEYB2	$ 69.09		NA	NA
382			Zone 3	UEYB3	$ 69.09		NA	NA
383		DS3	Zone 1	UEYC1	$ 1,005.93		NA	NA
384			Zone 2	UEYC2	$ 1,005.93		NA	NA
385			Zone 3	UEYC3	$ 1,005.93		NA	NA
386		OC3	All Zones	UEYFX	$ 456.36		NA	NA
387		OC12	All Zones	UEYGX	$ 720.09		NA	NA
388		OC48	All Zones	UEYHX	$ 3,111.65		NA	NA
389								
390		Interoffice Transport:						
391		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 15.69		NA	NA
392			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 2.41		NA	NA
393		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 173.23		NA	NA
394			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 36.20		NA	NA
395			Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	$ 173.23		NA	NA
396			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	$ 36.20		NA	NA
397		OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 371.20		NA	NA
398			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 261.37		NA	NA
399		OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 635.43		NA	NA
400			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 467.09		NA	NA
401		OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 1,522.30		NA	NA
402			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 403.40		NA	NA
403								
404	**Multiplexing**							
405		DS1 to Voice Grade		QMVX1-X3	$ 298.31		NA	NA
406		DS3 to DS1		QM3X1-X3	$ 383.00		NA	NA
407		OC3	Add/Drop Multiplexing - Per Arrangement	MPECX	$ 606.97		NA	NA
408			Add/Drop Function					
409			- Per DS3 Add or Drop	MXJBX	$ 140.96		NA	NA
410			- Per DS1 Add or Drop	MXJAX	$ 43.54		NA	NA
411		OC12	Add/Drop Multiplexing - Per Arrangement	MPEDX	$ 667.13		NA	NA
412			Add/Drop Function					

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Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
413			- Per OC3 Add or Drop	MXJCX	$ 196.36		NA	NA
414			- Per DS3 Add or Drop	MXJBX	$ 42.58		NA	NA
415		OC48	Add/Drop Multiplexing - Per Arrangement	MXRFX	$ 770.56		NA	NA
416			Add/Drop Function					
417			- Per OC12 Add or Drop	MXJEX	$ 391.22		NA	NA
418			- Per OC3 Add or Drop	MXJCX	$ 180.31		NA	NA
419			- Per DS3 Add or Drop	MXJBX	$ 63.77		NA	NA
420								
421	**Dedicated Transport Cross Connects**							
422		DS1		CXCDX	$ 0.52		NA	NA
423		DS3		CXCEX	$ 0.96		NA	NA
424		OC3		OCCCX	$ 103.01		NA	NA
425		OC12		OCCDX	$ 542.96		NA	NA
426		OC48		OCCFX	$ 1,218.40		NA	NA
427								
428	**Dark Fiber**							
429		Dark Fiber Interoffice						
430			Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$170.33		NA	NA
431			Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$0.00398		NA	NA
432			Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$3.01		NA	NA
433		Dark Fiber Loop						
434			Dark Fiber Loop Termination (Per Termination per Fiber)	UL1WX	$29.21		NA	NA
435			Dark Fiber Loop Mileage (Per Fiber per Foot)	ULOWG	$0.00374		NA	NA
436			Dark Fiber Loop Cross Connect (Per Termination per Fiber)	UKCHX	$2.41		NA	NA
437		Inquiry (Per Request)						
438			Dark Fiber Loop - NRC	NR9D7	NA		$70.53	NA
439			Dark Fiber Sub-Loop - NRC	NR9DX	NA		$70.53	NA
440			Dark Fiber Interoffice Transport - NRC	NR9D6	NA		$289.69	NA
441		FIRM ORDER (Per Fiber Strand)						
442			Administrative per Order					
443			Connect	NRB51	NA		$11.19	NA
444			Disconnect	N49H2	NA		$9.28	NA
445			Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)		NA			
446			Connect	NRB52	NA		$301.55	NA
447			Disconnect	NR9H3	NA		$81.84	NA
448			Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)		NA			
449			Connect	NRB53	NA		$301.57	NA
450			Disconnect	NR9H4	NA		$74.61	NA
451			Dark Fiber Interofcfice Transport - NRC		NA			
452			Connect	NRB54	NA		$379.60	NA
453			Disconnect	NR9H5	NA		$144.27	NA
454								
455	**Digital Cross-Connect System**							
456		DCS Port Charge		OPEN				
457		DS1		OPEN	ICB		ICB	NA
458		DS3		OPEN	ICB		ICB	NA
459		DCS Establishment Charge		OPEN	ICB		ICB	NA
460		Database Modification Charge		OPEN	ICB		ICB	NA
461		Reconfiguration Charge		OPEN	ICB		ICB	NA
462								
463	**Dedicated Transport Network Reconfiguration Service (NRS)**							
464		On rates, terms and conditions specified in FCC Tariff No. 2		OPEN				
465								
466	**Dedicated Transport Optional Features & Functions**							
467		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3			$ 371.79	NA
468		OC3	1+1 Protection - Per OC3 Entrance Facility	P8T	$ 55.75		NA	NA
469			1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	P3S	$ 55.75		$ 2,640.45	NA
470			1+1 Protection with Route Survivability (1 & 2 below apply)					
471			- (1) Per OC3 Entrance Facility	P8T	$ 55.75		NA	NA
472			- (2) Per Quarter Route Mile	S2DXY	$ 75.75		NA	NA
473		OC12	1+1 Protection - Per OC12 Entrance Facility	P8T	$ 275.82		NA	NA
474			1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	P3S	$ 275.82		$ 2,640.45	NA
475			1+1 Protection with Route Survivability (1 & 2 below apply)					
476			- (1) Per OC12 Entrance Facility	P8T	$ 275.82		NA	NA
477			- (2) Per Quarter Route Mile	S2DXY	$ 67.73		NA	NA
478		OC48	1+1 Protection - Per OC48 Entrance Facility	P8T	$ 1,056.21		NA	NA
479			1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	P3S	$ 1,056.21		$ 2,640.45	NA
480			1+1 Protection with Route Survivability (1 & 2 below apply)					
481			- (1) Per OC48 Entrance Facility	P8T	$ 1,056.21		NA	NA
482			- (2) Per Quarter Route Mile	S2DXY	$ 88.17		NA	NA
483								
484	**Dedicated Transport Installation & Rearrangement Charges**							
485		DS1	Administration Charge - Per Order	ORCMX	NA		$ 346.87	NA
486			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 543.46	NA
487			Carrier Connection Charge - Per Order	NRBBL	NA		$ 516.53	NA
488		DS3	Administration Charge - Per Order	ORCMX	NA		$ 266.67	NA
489			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 578.43	NA
490			Design & Central Office Connection Charge - Per Circuit	NRBC4	NA		$ 578.43	NA
491			Carrier Connection Charge - Per Order	NRBBL	NA		$ 345.33	NA
492			Carrier Connection Charge - Per Order	NRBDT	NA		$ 345.33	NA
493		OC3	Administration Charge - Per Order	ORCMX	NA		$ 106.14	NA
494			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 436.76	NA

TBD -To be determined
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NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
495			Carrier Connection Charge - Per Order	NRBBL	NA		$ 828.62	NA
496		OC12	Administration Charge - Per Order	ORCMX	NA		$ 106.14	NA
497			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 436.76	NA
498			Carrier Connection Charge - Per Order	NRBBL	NA		$ 828.62	NA
499		OC48	Administration Charge - Per Order	ORCMX	NA		$ 106.14	NA
500			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 436.76	NA
501			Carrier Connection Charge - Per Order	NRBBL	NA		$ 828.62	NA
502								
503	**Line Information Database - LIDB**				**USAGE**			
504		Validation Query (Regional STP Access Includes SMS & Sleuth)		USAGE	$ 0.016050	(per query)	NA	NA
505		Query Transport (Regional STP Access Validation)		USAGE	$ 0.000014	(per query)	NA	NA
506		Validation Query (Local STP Access Includes SMS & Sleuth)		USAGE	$ 0.016050	(per query)	NA	NA
507		Query Transport (Local STP Access Validation)		USAGE	$ 0.000168	(per query)	NA	NA
508		CNAM Database Query (Regional STP Access Includes SMS)		USAGE	$ 0.0093985	(per query)	NA	NA
509		CNAM Database Query (Local STP Access Includes SMS)		USAGE	$ 0.0093985	(per query)	NA	NA
510		Service Order Cost		ORZMX	NA		$ 25.00	NA
511		Service Establishment Charge		CF353	NA		NA	NA
512		LIDB Data Storage & Administration						
513			Manual Update	OPEN	NA		$ 2.00	(Per Update)
514								
515	**800 Database**				**USAGE**			
516		Toll Free Database Query (Regional STP Access)		USAGE	$ 0.001298	(per query)		
517		Call Handling and Destination (Regional STP Access)		USAGE	$ 0.000169	(per query)		
518		Toll Free Database Query (Local STP Access)		USAGE	$ 0.001452	(per query)		
519		Call Handling and Destination (Local STP Access)		USAGE	$ 0.000322	(per query)		
520								
521	**SS7**							
522		SS7 Links - Cross Connects						
523		STP to Collocators Cage - DS0		USAGE	See Dedicated Transport			
524		STP to Collocators Cage- DS1		USAGE	See Dedicated Transport			
525		STP to SBC Wisconsin MDF - DS0		USAGE	See Dedicated Transport			
526		STP to SBC Wisconsin DSX Frame-DS1		USAGE	See Dedicated Transport			
527								
528		SS7 Links						
529		STP Access Connection - 1.544 Mbps		USAGE	See Dedicated Transport			
530		STP Access Link - 56 Kbps		USAGE	See Dedicated Transport			
531								
532		STP Port		USAGE	$ 347.17		$ 628.12	N/A
533								
534		SS7 Signalling			**USAGE**			
535		Signal Switching/IAM msg		USAGE	$ 0.000184			
536		Signal Transport/IAM msg		USAGE	$ 0.000133			
537		Signal Formulation/IAM msg		USAGE	$ 0.000342			
538		Signal Tandem Switching/IAM msg		USAGE	$ 0.000458			
539		Signal Switching/TCAP msg		USAGE	$ 0.000152			
540		Signal Transport/TCAP msg		USAGE	$ 0.000090			
541		Signal Formulation/TCAP msg		USAGE	$ 0.000333			
542		Point Code Addition		USAGE	N/A		$ 22.94	N/A
543		Global Title Translation Addition		USAGE	N/A		$ 12.33	N/A
544		Record						
545		Disconnect						
546								
547	**Unbundled Switch Port - Vertical Features**							
548	**Analog Line Port Features (per feature per port):**							
549	Call Waiting				$ -			
550	Call Forwarding Variable				$ -			
551	Call Forwarding Busy Line				$ -			
552	Call Forwarding Don't Answer				$ -			
553	Three-Way Calling				$ -			
554	Speed Calling - 8				$ -			
555	Speed Calling - 30				$ -			
556	Auto Callback/Auto Redial				$ -			
557	Distinctive Ring/Priority Call				$ -			
558	Selective Call Rejection/Call Blocker				$ -			
559	Auto Recall/Call Return				$ -			
560	Selective Call Forwarding				$ -			
561	Calling Number Delivery				$ -			
562	Calling Name Delivery				$ -			
563	Calling Number/Name Blocking				$ -			
564	Anonymous Call Rejection (to date only available in Texas)				$ -			
565								
566	**Analog Line Port Features:**				$ -			
567	Personalized Ring (per arrangement per port)				$ -			
568	Hunting Arrangement (per arrangement)							
569								
570	**ISDN BRI Port Features (per B Channel, unless noted)**				$ -			
571	CSV/CSD per ISDN BRI port (required/provided)							
572								
573	Basic Electonic Key Terminal Service (EKTS)							
574	Basic EKTS provides:							
575	Bridged Call Exclusion							
576	Bridging							

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NA -Not Applicable

Line			SBC Generic Rates			
2	WISCONSIN		SBC RECURRING		SBC NON-REC.	
3		USOC	Monthly			
577	Call Forwarding Don't Answer					
578	Call Forwarding Interface Busy					
579	Call Forwarding Variable					
580	Message Waiting Indicator					
581	Speed Call (Long)					
582	Speed Call (Short)					
583	Three-way Conference Calling					
584						
585	Call Appearance Call Handling (CACH) EKTS					
586	CACH EKTS includes:					
587	Additional Call Offering (inherent)					
588	Bridged Call Exclusion					
589	Bridging					
590	Call Forwarding Don't Answer					
591	Call Forwarding Interface Busy					
592	Call Forwarding Variable					
593	Intercom					
594	Key System Coverage for Analog Lines					
595	Message Waiting Indicator					
596	Speed Call (Long)					
597	Speed Call (Short)					
598	Three-way Conference Calling					
599						
600	Basic individual features:					
601	Additional Call Offering					
602	Call Forwarding Don't Answer					
603	Call Forwarding Interface Busy					
604	Call Forwarding Variable					
605	Calling Number Delivery					
606	Hunt Group for CSD					
607	Hunt Group for CSV					
608	Message Waiting Indicator					
609	Secondary Only Telephone Number					
610	Three Way Conference Calling					
611						
612	**ISDN PRI Port Features**					
613						
614	Backup D Channel					
615	Calling Number Delivery					
616	Dynamic Channel Allocation					
617	DID #s - see Analog DID Trunk Port Features					
618						
619						
620	**Analog Trunk Port Features (per feature per port)**					
621	DID #s - per telephone number	UDM	$ 0.01			
622	DID #s - per telephone number - ISDN	UZN	$ 0.01			
623						
624	**DS1 Digital Trunk Port Features (per feature per port)**					
625	DID #s - see Analog DID Trunk Port Features					
626						
627	Unbundled Centrex System Options					
628	System Initial Establishment per Serving Office - Analog Only	SEPUS	NA		$ 469.62	NA
629	System Initial Establishment per Serving Office - Analog/ISDN BRI mix	SEPUS	NA		$ 469.62	NA
630	System Initial Establishment per Serving Office - ISDN BRI Only	SEPUS	NA		$ 469.62	NA
631	System Subsequent Change per Serving Office - Analog only system	REAJY	NA		$ 62.40	NA
632	System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	REAJY	NA		$ 62.40	NA
633	System Subsequent Change per Serving Office - ISDN BRI only system	REAJY	NA		$ 62.40	NA
634	System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system		NA		NA	NA
635	System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system		NA		NA	NA
636						
637	Analog Line Port (ALP) Features for Unbundled Centrex	NR9UE				
638	Standard feature initialization per Analog Line Port	USFCB	$ -		$ 228.75	
639						
640	Individual Features (per feature per port):		$ 374.80		NA	
641	Automatic Callback Calling/Business Group Callback					
642	Call Forwarding Variable/Business Group Call Forwarding Variable					
643	Call Forwarding Busy Line					
644	Call Forwarding Don't Answer					
645	Call Hold					
646	Call Pickup					
647	Call Transfer - All Calls					
648	Call Waiting - Intragroup/Business Group Call Waiting					
649	Call Waiting - Originating					
650	Call Waiting - Terminating					
651	Class of Service Restriction - Fully Restricted					
652	Class of Service Restriction - Semi Restricted					
653	Class of Service Restriction - Toll Restricted					
654	Consultation Hold					
655	Dial Call Waiting					
656	Directed Call Pickup - Non Barge In					
657	Directed Call Pickup - With Barge In					
658	Distinctive Ringing and Call Waiting Tone					

TBD -To be determined
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ICB -Individual Case Basis
NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
659	Hunting Arrangement - Basic							
660	Hunting Arrangement - Circular							
661	Speed Calling Personal (short list)							
662	Three Way Calling							
663								
664	**ISDN BRI Port Features for Unbundled Centrex**							
665	Circuit Switched Voice (CSV)/(CSD) per BRI							
666								
667	Standard feature initialization per Centrex System				$ 374.80		NA	
668								
669	Individual features (per feature per B Channel)							
670	Additional Call Offering for CSV							
671	Automatic Callback Calling							
672	Call Forwarding Busy Line							
673	Call Forwarding Don't Answer							
674	Call Forwarding Variable							
675	Call Hold							
676	Call Pickup							
677	Call Transfer - All Calls							
678	Class of Service Restriction - Fully Restricted							
679	Class of Service Restriction - Semi Restricted							
680	Class of Service Restriction - Toll Restricted							
681	Consultation Hold							
682	Dial Call Waiting							
683	Directed Call Pickup - Non Barge In							
684	Directed Call Pickup - With Barge In							
685	Distinctive Ringing							
686	Hunting Arrangement - Basic							
687	Hunting Arrangement - Circular							
688	Speed Calling Personal (short list)							
689	Three Way Calling							
690	Custom Access Treatment Code (TX only)							
691	Denied Origination (TX only)							
692	Denied Termination (TX only)							
693	Intercom Dialing (TX only)							
694								
695	***OTHER***							
696								
697		Directory Assistance						
698								
699			**UNE P DA**					
700			Directory Assistance, per call	OPEN	$ 0.30		NA	NA
701			Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
702			National Directory Assistance	OPEN	$ 0.65		NA	NA
703			Reverse Directory Assistance	OPEN	$ 1.25		NA	NA
704								
705			**Facility-based DA**					
706			Directory Assistance/National Directory Assistance/Reverse DA , per call	OPEN	$ 0.35		NA	NA
707			Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
708								
709			Branding - Other - Initial/Subsequent Load	OPEN			$ 1,800.00	
710			- per call	OPEN	$ 0.025			
711								
712			Branding - Facility Based - Initial/Subsequent Load					
713			- Branding, per trunk group	OPEN	NA		$ 800.00	NA
714								
715			Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
716			Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
717								
718		DA Listings						
719		DA Listing Liscense						
720			Option #1 Full File (all states inclusive) Non-Billable Release (no query charges					
721			- per listing for initial load	OPEN	NA		$ 0.040	NA
722			- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
723			Option #2 Full File (all states inclusive) Billable Release					
724			- per listing for initial load	OPEN	NA		$ 0.020	NA
725			- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
726			- per usage/query	OPEN	NA		$ 0.020	NA
727			Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
728			- per listing for initial load	OPEN	NA		$ 0.050	NA
729			- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
730			Option #4 Pick & Choose (by state) Billable Release					
731			- per listing for initial load	OPEN	NA		$ 0.020	NA
732			- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
733			- per usage/query	OPEN	NA		$ 0.020	NA
734								
735		Operator Services						
736								
737			Fully Automated Call Processing, per occurrence	OPEN	$ 0.15		NA	NA
738			Operator Assisted Call Processing, per work second	OPEN	$ 0.02		NA	NA
739								

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NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
740			Branding - Other - Initial/Subsequent Load	OPEN			1,800.00	
741			- per call	OPEN	$ 0.025			
742								
743			Branding - Facility Based - Initial/Subsequent Load					
744			- per trunk group	OPEN	NA		$ 800.00	NA
745								
746			Operator Services - Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
747			Operator Services - Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
748								
749		Ancillary Message Billing Compensation (Per Message)		OPEN	$ 0.03		NA	NA
750								
751		Structure Access - Poles & Ducts			Annually			
752			Per Pole attachment*	OPEN	$ 3.03			
753			Per Foot of innerduct	OPEN	$ 0.31			
754			Application fee	OPEN			$ 200.00	
755								
756		Emergency Number Service Access						
757			911 Selective Router Interconnection					
758			-Digital DS1 Interface	OPEN				
759			-Each DSO installed	OPEN				
760			-Analog Channel Interface	EVG9X	$ 26.29			$ 737.59
761			ANI/ALI/SR and Database Management					
762			- Per 100 records, rounded up to nearest 100	9S89X	$ 152.49			$ 14.37
763			911 Selective Router Switch Administration					
764			-Per Selective Router	OPEN				
765								
766			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
767			additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
768								
769	**RECIPROCAL COMPENSATION**							
770		End Office Local Termination						
771			Set up charge, per call	USAGE	$ 0.005485			
772			Duration charge, per MOU	USAGE	$ 0.001662			
773								
774		Tandem Switching						
775			Set up charge, per call	USAGE	$ 0.000904			
776			Duration charge, per MOU	USAGE	$ 0.000483			
777								
778		Tandem Transport Termination						
779			Set up charge, per call	USAGE	$ 0.000122			
780			Duration charge, per MOU	USAGE	$ 0.000064			
781								
782		Tandem Transport Facility Mileage, per MOU per mile						
783			Set up charge, per mile	USAGE	$ 0.000008			
784			Duration charge, per MOU per mile	USAGE	$ 0.000003			
785								
786	**TRANSIT SERVICE**							
787								
788		**Tandem Switching**						
789			per minute of use	USAGE	$ 0.004907		NA	
790								
791		**Tandem Termination**						
792			per minute of use	USAGE	$ 0.000175		NA	
793								
794		**Tandem Facility**						
795			per minute of use	USAGE	$ 0.000012		NA	
796	*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**							
797								
798	***RESALE***				RECURRING		NON-RECURRING	
799		**BUSINESS**						
800		**LOCAL EXCHANGE SERVICE**						
801		Business 1 Party		RESALE	17.50%		27.50%	
802		Business - Measured		RESALE	17.50%		27.50%	
803		Customer Operated Pay Telephone (COPT)		RESALE	17.50%		27.50%	
804								
805		**EXPANDED LOCAL CALLING**						
806		Extended Area Service		RESALE	20.00%		20.00%	
807								
808		**VERTICAL SERVICES**						
809		Anonymous Call Rejection		RESALE	25.00%		25.00%	
810		Repeat Dialing (Auto Redial)		RESALE	25.00%		25.00%	
811		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		RESALE	25.00%		25.00%	
812		Call Blocker		RESALE	25.00%		25.00%	
813		Call Forwarding		RESALE	25.00%		25.00%	
814		Call Forwarding - Busy Line		RESALE	25.00%		25.00%	
815		Call Forwarding - Busy Line/Don't Answer		RESALE	25.00%		25.00%	
816		Call Forwarding - Don't Answer		RESALE	25.00%		25.00%	
817		Automatic CallBack (Call Return)		RESALE	25.00%		25.00%	
818		Automatic CallBack-Per Use (Call Return - Usage Sensitive)		RESALE	25.00%		25.00%	
819		Call Trace		RESALE	25.00%		25.00%	
820		Call Waiting		RESALE	25.00%		25.00%	
821		Caller ID WithName (Calling Name)		RESALE	25.00%		25.00%	

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Line				SBC Generic Rates			
2	WISCONSIN			SBC RECURRING		SBC NON-REC.	
3			USOC	Monthly			
822		Caller ID (Calling Number)	RESALE	25.00%		25.00%	
823		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	25.00%		25.00%	
824		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	25.00%		25.00%	
825		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%		0.00%	
826		Selective Call Forwarding	RESALE	0.00%		0.00%	
827		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	25.00%		25.00%	
828		Remote Call Forwarding-Per Feature	RESALE	25.00%		25.00%	
829		RCF, Interstate, Interexchange	RESALE	25.00%		25.00%	
830		RCF, Intrastate	RESALE	25.00%		25.00%	
831		RCF, Interstate, International	RESALE	25.00%		25.00%	
832		RCF, Intrastate, Interexchange	RESALE	25.00%		25.00%	
833		RCF to 800	RESALE	25.00%		25.00%	
834		RCF Additional	RESALE	25.00%		25.00%	
835		Speed Calling 8	RESALE	25.00%		25.00%	
836		Speed Calling 30	RESALE	25.00%		25.00%	
837		Three Way Calling	RESALE	25.00%		25.00%	
838		Call Screening	RESALE	25.00%		25.00%	
839		Busy Line Transfer	RESALE	25.00%		25.00%	
840		Alternate Answer	RESALE	25.00%		25.00%	
841		Message Waiting - Tone	RESALE	25.00%		25.00%	
842		Easy Call	RESALE	25.00%		25.00%	
843		Prime Number Service	RESALE	25.00%		25.00%	
844		SBC Wisconsin Privacy Manager	RESALE	25.00%		25.00%	
845		Name and Number Delivery Service	RESALE	25.00%		25.00%	
846							
847		**DID**					
848		DID	RESALE	15.00%		15.00%	
849							
850		**TRUNKS**					
851		Trunk	RESALE	17.50%		17.50%	
852							
853		**AIN**					
854		Area Wide Networking	RESALE	25.00%		25.00%	
855		SBC Wisconsin Switch Alternate Routing (ANSAR)	RESALE	25.00%		25.00%	
856		SBC Wisconsin Customer Location Alternate Routing (ACLAR)	RESALE	25.00%		25.00%	
857							
858		**OTHER**					
859		Grandfathered Services	RESALE	0.00%		0.00%	
860		Promotions (Greater than 90 days)	RESALE	25.00%		25.00%	
861		TouchTone (Business)	RESALE	25.00%		25.00%	
862		TouchTone (Trunk)	RESALE	25.00%		25.00%	
863		900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
864		976 (976 Information Delivery Service)	RESALE	0%		0%	
865		Access Services (See Access Tariff)	RESALE	0%		0%	
866		Additional Directory Listings	RESALE	15.00%		15.00%	
867		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
868		Connection Services	RESALE	25.00%		25.00%	
869		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
870		Shared Tenant Service	RESALE	0%		0%	
871							
872		**Data Services**					
873		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	8.00%		8.00%	
874		PBX Trunks	RESALE	8.00%		8.00%	
875		Mulit-Service Optical Network (MON)	RESALE	8.00%		8.00%	
876		OCn-PTP	RESALE	8.00%		8.00%	
877		ADTS-E	RESALE	8.00%		8.00%	
878		DS0	RESALE	8.00%		8.00%	
879		DS1	RESALE	8.00%		8.00%	
880		DS3	RESALE	8.00%		8.00%	
881							
882		**ISDN**					
883		ISDN	RESALE	9.70%		9.70%	
884							
885		**DIRECTORY ASSISTANCE SERVICES**					
886		Directory Assistance Services	RESALE	15.00%		15.00%	
887		Local Operator Assistance Service	RESALE	15.00%		15.00%	
888		Reverse Directory Assistance (RDA)	RESALE	$1.25		NA	
889							
890		**TOLL**					
891		TOLL	RESALE	25.00%		25.00%	
892							
893		**OPTIONAL TOLL CALLING PLANS**					
894		Optional Toll Calling Plans	RESALE	25.00%		25.00%	
895							
896		**CENTREX (PLEXAR)**					
897		SBC Wisconsin Centrex Service ACS	RESALE	25.00%		25.00%	
898		SBC Wisconsin Centrex Network Manager	RESALE	0.00%		0.00%	
899							
900		**PRIVATE LINE**					
901		Analog Private Lines	RESALE	8.00%		8.00%	
902		Private Line Channel Services	RESALE	8.00%		8.00%	

TBD -To be determined
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ICB -Individual Case Basis
NA -Not Applicable

Line				SBC Generic Rates			
2	WISCONSIN			SBC RECURRING		SBC NON-REC.	
3			USOC	Monthly			
903							
904	RESIDENCE			RESALE DISCOUNTS			
905	LOCAL EXCHANGE SERVICE			RECURRING		NON-RECURRING	
906	Life Line		RESALE	0.00%		0.00%	
907	Residence 1 Party		RESALE	14.50%		25.00%	
908	Residence Measured		RESALE	14.50%		25.00%	
909							
910	**EXPANDED LOCAL CALLING**						
911	Extended Area Service		RESALE	17.50%		17.50%	
912							
913	**VERTICAL SERVICES**						
914	Anonymous Call Rejection		RESALE	23.00%		23.00%	
915	Repeat Dialing (Auto Redial)		RESALE	23.00%		23.00%	
916	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		RESALE	23.00%		23.00%	
917	Call Blocker		RESALE	23.00%		23.00%	
918	Call Forwarding		RESALE	23.00%		23.00%	
919	Call Forwarding - Busy Line		RESALE	23.00%		23.00%	
920	Call Forwarding - Busy Line/Don't Answer		RESALE	23.00%		23.00%	
921	Call Forwarding - Don't Answer		RESALE	23.00%		23.00%	
922	Automatic Call-Back (Call Return)		RESALE	23.00%		23.00%	
923	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		RESALE	23.00%		23.00%	
924	Call Trace		RESALE	23.00%		23.00%	
925	Call Waiting		RESALE	23.00%		23.00%	
926	Caller ID with Name (Calling Name)		RESALE	23.00%		23.00%	
927	Caller ID (Calling Number)		RESALE	23.00%		23.00%	
928	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		RESALE	23.00%		23.00%	
929	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		RESALE	23.00%		23.00%	
930	Remote Access to Call Forwarding (GF)		RESALE	0.00%		0.00%	
931	RCF, Interstate, Interexchange		RESALE	23.00%		23.00%	
932	RCF, Intrastate		RESALE	23.00%		23.00%	
933	RCF, Interstate, International		RESALE	23.00%		23.00%	
934	RCF, Intrastate, Interexchange		RESALE	23.00%		23.00%	
935	RCF to 800		RESALE	23.00%		23.00%	
936	RCF Additional		RESALE	23.00%		23.00%	
937	Selective Call Forwarding		RESALE	23.00%		23.00%	
938	Speed Calling 8		RESALE	23.00%		23.00%	
939	Three Way Calling		RESALE	23.00%		23.00%	
940	Call Screening		RESALE	23.00%		23.00%	
941	Busy Line Transfer		RESALE	23.00%		23.00%	
942	Alternate Answer		RESALE	23.00%		23.00%	
943	Message Waiting - Tone		RESALE	23.00%		23.00%	
944	Easy Call		RESALE	23.00%		23.00%	
945	SBC Wisconsin Privacy Manager		RESALE	23.00%		23.00%	
946	Name and Number Delivery Service		RESALE	23.00%		23.00%	
947							
948	**ISDN**						
949	ISDN		RESALE	9.70%		9.70%	
950							
951	**DIRECTORY ASSISTANCE SERVICES**						
952	Directory Assistance Services		RESALE	15.00%		15.00%	
953	Local Operator Assistance Service		RESALE	15.00%		15.00%	
954	Reverse Directory Assistance (RDA)		RESALE	$1.25		NA	
955							
956	**OTHER**						
957	Grandfathered Services		RESALE	0.00%		0.00%	
958	Promotions (Greater than 90 Days)		RESALE	23.00%		23.00%	
959	TouchTone		RESALE	23.00%		23.00%	
960	Home Services Packages		RESALE	23.00%		23.00%	
961	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%		0%	
962	976 (976 Information Delivery Service)		RESALE	0%		0%	
963	Access Services (See Access Tariff)		RESALE	0%		0%	
964	Additional Directory Listings		RESALE	15.00%		15.00%	
965	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%		0%	
966	Connection Services		RESALE	25.00%		25.00%	
967	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%		0%	
968	Shared Tenant Service		RESALE	0%		0%	
969							
970	**TOLL**						
971	Toll		RESALE	21.50%		21.50%	
972							
973	**Electronic Billing Information Data (daily usage)**		RESALE	$0.00			
974	per message						
975							
976	**Local disconnect Report (LDR)**						
977	Per WTN		RESALE	$0.00			
978							
979	**Line Connection Charge**						
980	Residence		RESALE			N/A	
981	Business		RESALE			N/A	
982							

TBD -To be determined
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Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
983		Service Order/Service Request Charge						
984		Residence		RESALE			$26.25	
985		Business		RESALE			$31.90	
986								
987		Non-Electronic (Manual) Service Order Charge						
988		Residence		RESALE			$9.02	
989		Business		RESALE			$9.02	
990		The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc.,						

TBD -To be determined
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		Collocation Services				
	Wisconson	CAGE				
		QUOTE SHEET				
				QUANTITY	RATE	RATE
	COST ELEMENT	UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**			**$27.60**
	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**			**$53.71**
	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**		**$22.50**	
COMMON SYSTEMS						
	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**		**$2.84**	**$123.27**
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$616.75**
	DC Power Engineering	Per Application	**NRL6P**			**$658.78**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	Power Cable and Infrastructure:					
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$1.18**	**$51.08**
	20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	Equipment Grounding:					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.75**	**$32.44**
POWER CONSUMPTION (Including HVAC)						
	20 Amps	Per 20 Amps	**S8FPT**		**$562.19**	
	40 Amps	Per 40 Amps	**S8FQD**		**$1,124.38**	
	50 Amps	Per 50 Amps	**S8FPS**		**$1,405.47**	
	100 Amps	Per 100 Amps	**S8FQE**		**$2,281.89**	
	200 Amps	Per 200 Amps	**S8FQF**		**$4,563.79**	
	400 Amps	Per 400 Amps	**SP1QJ**		**$9,127.57**	
FIBER CABLE PLACEMENT						
	Central Office:					
	Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	**S8FQ9**		**$36.20**	**$935.01**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$37.34**	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.22**	**$15.69**
	Bits Timing	Per two circuits	**S8FQT**		**$10.25**	**$740.10**
	Space Availability Report	Per Premise	**NRLYX**			**$120.60**
	Security Access / ID Cards	Per Card	**NRLZW**			**$32.69**
	ID Card	Per Card	NONE			**$0.00**
	Cage Prep Costs					
	Vendor Layout & Coord.	Per CLEC Cage	**NRL6N**			**$531.64**
	AC Circuits to Cage	Per CLEC Cage	**NRL6O**			**$589.66**
	Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)				**$0.00**
	Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)				**$0.00**
	Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)				**$0.00**
	Cage Door & Lock	Each (CLEC Provides)				**$0.00**
	Backboard	Each (CLEC Provides)				**$0.00**
	Signage	Each (CLEC Provides)				**$0.00**
	Overhead light	Each (CLEC Provides)				**$0.00**
	AC Electrical Outlet	Each (CLEC Provides)				**$0.00**
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL6R**			**$1,116.11**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8FQM**		**$755.21**	**$5,743.79**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F46**		**$13.22**	**$489.33**

ICB -Individual Case Basis
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- USOC Under Development

		Collocation Services				
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F47**		**$404.80**	**$3,816.21**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8FQN**		**$5.27**	**$173.12**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8FQR**		**$15.31**	**$279.59**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route+C135	**NRL6W**			**$803.35**
	Cable Installation	Per Placement (CLEC Installs Cable)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F4X**		**$0.66**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F4Y**		**$0.44**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F4Z**		**$2.83**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F4G**		**$1.33**	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**SP1QC**			**$14.85**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1D**			**$779.98**
	Project Coordination	Per CLEC Application	**NRL57**			**$2,587.57**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL1F**			**$504.93**
	Project Coordination	Per CLEC Application Augment	**NRL58**			**$1,392.82**
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$24.47**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$10.24**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$13.38**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$19.65**
	CONSTRUCTION - VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$19.65**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$24.47**

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		Collocation Services			
	Wisconson	**CAGELESS**			
		QUOTE SHEET			
			QUANTITY	**RATE**	**RATE**
	COST ELEMENT	**UNIT**	**USOC**	**OF UNITS**	**MONTHLY RECURRING**	**NON-RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Site Conditioning	Per 10 Sq. Ft. of space used by CLEC	**S8FWC**			**$276.00**
	Safety & Security	Per 10 Sq. Ft. of space used by CLEC	**S8FWG**			**$537.10**
	Floor Space Usage	Per 10 Sq. Ft. of space used by CLEC	**S8F9C**		**$225.00**	
	Site Conditioning	Per 18 Sq. Ft. of space used by CLEC	**S8FWD**			**$496.80**
	Safety & Security	Per 18 Sq. Ft. of space used by CLEC	**S8FWH**			**$966.78**
	Floor Space Usage	Per 18 Sq. Ft. of space used by CLEC	**S8F9E**		**$405.00**	
COMMON SYSTEMS						
	Common Systems - Cageless	Per 10 Sq. Ft. of space used by CLEC	**S8FWE**		**$28.40**	**$1,232.70**
	Common Systems - Cageless	Per 18 Sq. Ft. of space used by CLEC	**S8FWF**		**$51.12**	**$2,218.86**
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$616.75**
	DC Power Engineering	Per Application	**NRL6P**			**$658.78**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	Power Cable and Infrastructure:					
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$1.18**	**$51.08**
	20 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	40 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	50 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	100 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	200 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	Equipment Grounding:					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.75**	**$32.44**
POWER CONSUMPTION (Including HVAC)						
	20 Amps	Per 20 Amps	**S8FPT**		**$562.19**	
	40 Amps	Per 40 Amps	**S8FQD**		**$1,124.38**	
	50 Amps	Per 50 Amps	**S8FPS**		**$1,405.47**	
	100 Amps	Per 100 Amps	**S8FQE**		**$2,281.89**	
	200 Amps	Per 200 Amps	**S8FQF**		**$4,563.79**	
	400 Amps	Per 400 Amps	**SP1QJ**		**$9,127.57**	
FIBER CABLE PLACEMENT						
	Central Office:					
	Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	**S8FQ9**		**$36.20**	**$935.01**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$37.34**	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.22**	**$15.69**
	Bits Timing	Per two circuits	**S8FQT**		**$10.25**	**$740.10**
	Space Availability Report	Per Premise	**NRLYX**			**$120.60**
	Security Access / ID Cards	Per Card	**NRLZW**			**$32.69**
	ID Card	Per Card	NONE			**$0.00**
	CAGELESS / POT BAY OPTIONS					
	Equipment Bay	CLEC Provided				
	Non Standard Bay	CLEC Provided				
	VF/DS0 Termination Panel	CLEC Provided				
	VF/DS0 Termination Module	CLEC Provided				
	DDP-1 Panel	CLEC Provided				
	DDP-1 Jack Access Card	CLEC Provided				
	DS3/STS-1 Interconnect Panel	CLEC Provided				
	DS3 Interconnect Module	CLEC Provided				
	Fiber Optic Splitter Panel	CLEC Provided				
	Fiber Termination Dual Module	CLEC Provided				
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL6R**			**$1,116.11**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3E**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Copper Pairs				

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- USOC Under Development

		Collocation Services				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		$11.77	$180.54
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		$755.21	$5,743.79
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		$13.22	$489.33
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		$404.80	$3,816.21
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		$5.27	$173.12
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		$15.31	$279.59
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRL6W			$803.35
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F4X		$0.66	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F4Y		$0.44	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		$2.83	
	24 Fiber Cable	Per Placement (CLEC Proviides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		$1.33	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			$14.85
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1D			$779.98
	Project Coordination	Per CLEC Application	NRL57			$2,587.57
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL1F			$504.93
	Project Coordination	Per CLEC Application Augment	NRL58			$1,392.82
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	NRL11			$24.47
	Com. Tech. -Craft	**Per 1/4 hour**	NRL14			$10.24
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	NRL12			$13.38
	Floor Space planner 1 Lv	**Per 1/4 hour**	NRL13			$19.65
	CONSTRUCTION - VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	NRL15			$19.65
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	NRL16			$24.47

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	Wisconson	ADJACENT STRUCTURE				
		COST SUMMARY				
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure						
				QUANTITY	RATE	RATE
				OF	MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Floor Space Usage	Per Sq. Ft. of land used by CLEC	**S8F55**		**$0.00**	
CONDUIT PLACEMENT						
	Co to Adjacent Structure	Per Linear Foot per 7 Ducts	**NRL8L**			**$329.34**
	Set Up and Wall Coring	Per Placement	**S8F8E**			**$6,125.56**
DC POWER PROVISIONING						
	Power Engineering:					
	DC Power Engineering	Per Placement	**S8F8V**			**$658.78**
	50 Amp DC Power Extension					
	50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FWZ**			**$6,105.83**
	50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			**$0.00**
	200 Amp DC Power Extension					
	200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FW3**			**$6,105.83**
	200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION						
	20 Amps	Per 20 Amps	**S8FWJ**		**$352.40**	
	40 Amps	Per 40 Amps	**S8FNK**		**$704.80**	
	50 Amps	Per 50 Amps	**S8FWK**		**$881.00**	
	100 Amps	Per 100 Amps	**S8FWL**		**$1,761.99**	
	200 Amps	Per 200 Amps	**S8F3U**		**$3,523.99**	
AC POWER PROVISIONING						
	100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
	AC Power	Per KWH	**S8F56**		**$0.06**	
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Site Survey		**NRL84**			**$2,666.34**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL6X**			**$622.81**
	Project Coordination	Per CLEC Application	**NRL6Z**			**$4,400.12**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL6Y**			**$504.93**
	Project Coordination	Per CLEC Application Augment	**NRL83**			**$2,078.34**
OPTIONAL COST:						
FIBER CABLE PLACEMENT						
	Fiber Cable Engineering	Per Placement	**S8FW6**			**$675.06**
	Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cab	**S8FW7**		**$14.75**	
	Innerduct Placement	Per Linear Foot	**S8FW8**			**$1.48**
INTERCONNECTION COSTS:						
INTERCONNECTION EXTENSION						
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
	(50 Pair Copper Cable)					
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
	(50 Pair Shielded Cable)					
	DS3 Extension - 1 DS3	Per Linear Foot (Clec Provides Cable)				
	(Coax Cable)					
	Optical Extension	Per Linear Foot (Clec Provides Cable)				
	(4 Fiber Jumper)					
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL8P**			**$1,116.11**
	Installation	Per Cable (CLEC Installs)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3G**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**S8FWW**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8F2L**		**$755.21**	**$5,743.79**
	Rack - DS1 - DCS	28 DS1				

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F2R**		**$13.22**	**$489.33**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F23**		**$404.80**	**$3,816.21**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8F27**		**$5.27**	**$173.12**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8F3N**		**$15.31**	**$279.59**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement	**NRL8Q**			**$803.35**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F57**		**$0.66**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F58**		**$0.44**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F59**		**$2.83**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F61**		**$1.33**	
	4 Inch Conduit	Per Placement (CLEC Provided)				
	TIME SENSITIVE ACTIVITIES					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$24.47**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$10.24**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$13.38**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$19.65**
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$19.65**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$24.47**

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		Collocation Services				
	Wisconson	VIRTUAL COLLOCATION				
		QUOTE SHEET				
				QUANTITY	RATE	RATE
	COST ELEMENT	UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62		$108.00	
	Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63		$194.39	
	Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66		$108.00	
	Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67		$194.39	
EQUIPMENT BAYS						
	Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
	Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
COMMON SYSTEMS						
	Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64		$40.99	
	Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		$73.78	
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	NRLJX			$616.75
	DC Power Engineering	Per Application	NRLFU			$658.78
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)				
	Power Cable and Infrastructure:					
	Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		$2.03	
	20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	Equipment Grounding:					
	Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69		$1.42	
POWER CONSUMPTION						
	DC Power Usage	Per Amp	S8F78		$20.28	
FIBER CABLE PLACEMENT						
	Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		$24.34	$2,411.05
	Entrance Conduit	Per Fiber Cable Sheath	S8F8G		$37.34	
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey					
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1U			$462.45
	Project Coordination	Per CLEC Application	NRL59			$2,951.16
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL56			$344.57
	Project Coordination	Per CLEC Application Augment	NRL5Z			$1,392.82
TIME SENSITIVE ACTIVITIES						
TRAINING						
	Communication Technician	Per 1/2 Hour	NRLJY			$20.48
	C O Manager (LFO)	Per 1/2 Hour	NRLMO			$26.77
	Power Engineer	Per 1/2 Hour	NRLNQ			$39.29
	Equipment Engineer	Per 1/2 Hour	NRLP6			$39.29
EQUIPMENT MAINTENANCE COST						
	Communication Technician (NOC)	Per 1/4 Hour	NRLVH			$10.24
EQUIPMENT EVALUATION COST						
	Equipment Engineer	Per 1/2 Hour	NRLP7			$39.29
CONSTRUCTION COORDINATION						
	Communication Technician	Per 1/2 Hour	NRLVD			$20.48
TEST & ACCEPTANCE						
	Communication Technician	Per 1/2 Hour	NRLVD			$20.48
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Placement	NRLWF			$1,116.11
	Cable Installation	Per Arrangement				
	Voice Grade Arrangement	100 Copper Pairs	S8F82		$8.03	$180.54
	Rack - Voice Grade	100 Copper Pairs				

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- USOC Under Development

		Collocation Services				
	Voice Grade Arrangement	100 Shielded Pairs	S8F83		$8.03	$180.54
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1	S8F8X		$755.21	$5,743.79
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1	S8F8Y		$13.22	$489.33
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3	S8F8Z		$404.80	$3,816.21
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3	S8F81		$5.27	$173.12
	Rack - DS3 - DSX	1 DS3				
	4 Fiber Jumper	per Placement	S8F84		$16.29	$139.79
	Fiber Raceway per 4 Fiber Jumper	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRLWG			$880.35
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F85		$0.80	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F86		$0.53	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87		$3.41	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F88		$1.60	
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W		$0.36	$15.69
	Bits Timing	Per two circuits	S8F7Z		$17.07	$740.10

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

Wisconsin
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Access Area C - Rural			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	

SCHEDULE - UNE COMBINATIONS
(WISCONSIN)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

Appendix A to General Terms and Conditions

This Appendix A to the General Terms and Conditions sets forth the CLEC's election of certain options in connection with the Alternate Billed Services (ABS) Appendix attached to and made a part of this Agreement. CLEC will place an "X" within the appropriate box indicating the Billing Option CLEC selects for **either** 1) All States **or** 2) a Specific State, in which this Agreement is being filed. **If CLEC fails to select one of the billing options identified below, the default selection of ABS Billing Option 1 will be selected on CLEC's behalf.**

BILLING OPTIONS	ALL STATES	SPECIFIC STATE(S)
ABS BILLING OPTION 1	X	
ABS BILLING OPTION 2		
ABS BILLING OPTION 3		

Access One, Inc.

Signature: [signature]

Name: Mark A. Jozwiak
(Print or Type)

Title: EVP
(Print or Type)

Date: 05.08.03

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 Introduction

1.1.1 This Agreement sets forth the terms, conditions and prices under which AT&T 4-STATE agrees to provide: (a) services for resale (hereinafter referred to as Resale services), (b) Unbundled Network Elements, or combinations of such Network Elements as set forth in Article 9 (Combinations), (c) Ancillary Functions, and (d) Interconnection to CLEC. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to AT&T 4-STATE's network and reciprocal compensation for the transport and termination of telecommunications.

1.1.2 Subject to the terms and conditions of this Agreement, the Network Elements, Combinations or Resale services provided pursuant to this Agreement may be connected to other Network Elements, Combinations or Resale services provided by AT&T 4-STATE or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete, relocate or modify the Resale services, Network Elements or Combinations purchased hereunder.

1.1.3 Except as provided in this Agreement, during the term of this Agreement, AT&T 4-STATE will not discontinue, as to CLEC, any Network Element, Combination, or Ancillary Functions offered to CLEC hereunder. During the term of this Agreement, AT&T 4-STATE will not discontinue any Resale services or features offered to CLEC hereunder except as provided in this Agreement. This Section is not intended to impair AT&T 4-STATE's ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance of the offerings of Network Elements, Combinations or Ancillary Functions made by AT&T 4-STATE to CLEC as set forth in and during the term of this Agreement.

1.1.4 AT&T 4-STATE may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.

1.1.5 This Agreement includes and incorporates herein the Articles and Schedules listed in the Table of Contents of this Agreement, and all accompanying Appendices, Addenda and Exhibits.

1.1.6 Unless otherwise provided in the Agreement, or as required by 47 U.S.C. §224, AT&T 4-STATE will perform all of its obligations concerning its offering of Resale services and Unbundled Network Elements under this Agreement throughout the entire service area in Illinois where AT&T 4-STATE is the incumbent local exchange carrier.

1.1a DEFINITIONS

1.1a.1 "**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.

1.1a.2 "**AT&T-13STATE**" - As used herein, **AT&T-13STATE** means the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.1a.3 **"AT&T 4-STATE"** - As used herein, **AT&T 4-STATE** means the applicable above listed ILEC(s) doing business in Indiana, Michigan, Ohio, and Wisconsin.

1.1a.4 "**AT&T INDIANA**" - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana (and previously referred to as "SBC Indiana"), the applicable AT&T-owned ILEC doing business in Indiana.

1.1a.5 "**AT&T MICHIGAN**" - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan (and previously referred to as "SBC Michigan"), the applicable AT&T-owned ILEC doing business in Michigan.

1.1a.6 "**AT&T OHIO**" - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio (and previously referred to as "SBC Ohio"), the applicable AT&T-owned ILEC doing business in Ohio.

1.1a.7 "**AT&T SOUTHWEST REGION 5-STATE**" - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas (and previously referred to as "SBC SOUTHWEST REGION 5-STATE"), the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

1.1a.8 "**AT&T WISCONSIN**" - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as "SBC Wisconsin"), the applicable AT&T-owned ILEC doing business in Wisconsin.

1.1a.9 "**Commission**" means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term "**Commissions"** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:

1.1a.9.1 **the Indiana Utilities Regulatory Commission (IN-URC);**
1.1a.9.2 **the Michigan Public Service Commission (MI-PSC);**
1.1a.9.3 **the Public Utilities Commission of Ohio (PUC-OH);**
1.1a.9.4 **the Public Service Commission of Wisconsin (PSC-WI).**

1.2 EFFECTIVE DATE, TERM, AND TERMINATION

1.2.1 The effective date of this Agreement (the "Effective Date") shall be as follows: (i) unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement shall be ten (10) calendar days after theappropriate State Commission ("Commission") approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act; or (ii) if this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under the Act, or absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

1.2.2 The Agreement shall have a term commencing on the Effective Date and expiring March 11, 2010 ("Term"). Absent the receipt by one Party of written notice from the other Party not earlier than 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term (Notice of Expiration), this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party.

1.2.2.1 If either Party serves Notice of Expiration pursuant to Section 1.2.2, CLEC shall have twenty (20) calendar days to provide AT&T 4-STATE written confirmation if CLEC wishes to pursue a successor agreement with AT&T 4-STATE or alternatively, if CLEC wishes to allow the current Agreement to expire. If CLEC wishes to pursue a successor agreement with AT&T 4-STATE, CLEC shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with AT&T 4-STATE under Sections 251/252 of the Act. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

1.2.2.1.1 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T 4-STATE in its, as applicable, Notice of Expiration or the written confirmation required after receipt of AT&T 4-STATE's Notice of Expiration, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received Notice of Expiration. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received Notice of Expiration, the Parties shall have no further obligations under this

Agreement except those described in Section 1.44 of this Agreement, including but not limited to the obligations described in Section 1.2.4, below.

1.2.3 The terms and conditions and rates and charges contained herein will continue to apply until the earlier of: (i) termination by either Party under the terms of this Agreement; (ii) the date a successor agreement becomes effective: or (iii) the date that is ten (10) months after the date on which AT&T 4-STATE received CLEC's Section 252(a)(1) request, unless an arbitration petition has been filed by either Party, in which case (ii) applies.

1.2.4 CLEC may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior notice but its liabilities and obligations shall continue in accordance with Section 1.44 below.

1.2.5 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 breaches a material term of this Agreement, other than as set forth in Section 10, 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 1.2.5 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

1.2.6 As long as a non-paying Party has disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non- payment is not to be deemed, nor should it be construed as, a material breach of this Agreement.

1.2.7 In the event of expiration or termination of this Agreement other than pursuant to Section 1.2.5, AT&T 4-STATE and CLEC shall cooperate in good faith to effect an orderly and timely transition of service under this Agreement to CLEC or to another vendor. So long as CLEC fulfills said obligation to effect an orderly and timely transition of service, AT&T 4-STATE shall not terminate service to CLEC's end users and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. AT&T 4-STATE and CLEC shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to AT&T 4-STATE in connection with this transition of service.

1.3 Changes in Law; Reservation of Rights

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the following, as they were on February 19, 2003: the Act, , the rules, regulations and orders promulgated under the Act by the FCC and by the Commission, and judicial decisions by courts of competent jurisdiction interpreting and applying said statutes, rules, regulations and orders. In the event of any legally

binding judicial decision by a court of competent jurisdiction, amendment of the Act, or legislative, federal or state regulatory action, rule, regulation or other legal action that revises, reverses, modifies or clarifies the meaning of the Act, or any of said rules, regulations, orders, or judicial decisions that were the basis of the negotiations for this Agreement, or which otherwise affect any of the provisions set forth in this Agreement (individually and collectively a "Change in Law"), the Parties shall renegotiate the affected provisions in this Agreement in good faith and amend this Agreement to reflect such Change in Law. The term "legally binding" means that such judicial decision, amendment of the Act, or legislative, federal or state regulatory action, rule, regulation or other legal action has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

1.3.1 If any amendment to this Agreement pursuant to this Section 1.3 affects any rates or charges for the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis. In the event that any renegotiation under this Section 1.3 is not concluded within ninety (90) days after one Party gives the other notice that it demands renegotiation pursuant to this provision, or if at any time during such ninety (90) day period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) business days, the dispute shall be resolved as provided in Section 1.9.1. This Section 1.3 sets forth terms and conditions for change in law events that are supplemental to the terms and conditions set forth in Section 1.30.4.

1.3.2 The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights to participate in any proceedings regarding the proper interpretation and/or application of the Act, applicable rules and regulationsnor does it waive any rights, remedies, or arguments with respect to any provisions of this Agreement or any rules, regulations, orders or laws upon which it is based, including its right to seek legal review or a stay pending appeal.

1.3.3 During the pendency of any renegotiation or dispute resolution pursuant to Section 1.3 supra, the Parties shall continue to perform their obligations in accordance with the terms and conditions in this Agreement, except as otherwise provided in Section 1.3.

1.4 Intentionally left blank

1.5 Assignment

1.5.1 CLEC may assign or transfer this Agreement to its Affiliate(s) or a third party by providing AT&T 4-STATE written notice sixty (60) calendar days' prior to such assignment or transfer; provided such assignment is not inconsistent with Applicable Law. As such, AT&T 4-STATE may not delay a transfer for any reason other than to make the determination of the affiliate's or Third Party's ability to pay for the services provided. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate(s) or any Third Party if

that Affiliate(s) or Third Party is a party to a separate agreement with AT&T 4-STATE under Sections 251 and 252 of the Act., However the Affiliate or Third Party may opt into any effective and approved Agreement pursuant to Section 252(i) of the Act. Any attempted assignment or transfer of this Agreement by CLEC that is not expressly permitted or allowed shall be void.

1.5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

1.6 Confidentiality and Proprietary Information

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") and identified by the Discloser as Confidential Information in accordance with this Section 1.6. Additionally, such Confidential Information shall include any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as "Derivative Information").

1.6.1 All information which is to be treated as Confidential Information under this Agreement shall:

(a) if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and

(b) if oral: (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and which is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

1.6.2 In addition, by way of example and not limitation, information regarding orders for Resale Services, Network Elements or Combinations placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC's customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), and Recorded Usage Data as described in Article 27 concerning Recorded Usage Data, whether disclosed by CLEC to AT&T 4-

STATE or otherwise acquired by AT&T 4-STATE in the course of the performance of this Agreement, will be deemed Confidential Information of CLEC for all purposes under this Agreement.

1.6.3 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees: (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using 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 agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

1.6.4 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

1.6.5 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

1.6.6 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.

1.6.7 The Parties acknowledge that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Disclosing Party.

1.6.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

1.6.9 Except 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.

1.6.10 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

1.7 Liability, Indemnification, Intellectual Property and Insurance

1.7.1 Limitation of Liabilities

1.7.1.1 Intentionally Left Blank.

1.7.1.2 Except for 1) indemnity obligations expressly set forth herein, 2) obligations under the financial incentive or remedy provisions of any service quality plan required by the FCC or the ICC, 3) bill credit remedies and damages in connection with failure to provide adequate carrier-to-carrier service quality or to meet the carrier-to-carrier service quality standards (or "Performance Measurements") as set forth in Article 32 to this Agreement, or 4) obligations otherwise expressly provided in specific appendices or attachments, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or inadvertent omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount AT&T 4-STATE or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed. "Loss" is defined as any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.7.1.3 Except as otherwise provided below or in specific Articles or Schedules or other attachments to this Agreement, in the case of any loss alleged or claimed by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

1.7.1.4 AT&T 4-STATE shall not be liable to CLEC for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T 4-STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

1.7.1.5 In the event CLEC provides E911 Service to AT&T 4-STATE, CLEC shall not be liable to AT&T 4-STATE, its end Users or its E911 calling parties or any other parties or persons for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T 4-STATE until service is restored.

1.7.2 <u>No Consequential Damages</u>

1.7.2.1 NEITHER CLEC NOR AT&T 4-STATE WILL 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 PARTIES), 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 WILL LIMIT AT&T 4-STATE’s OR CLEC'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 4-STATE’s OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF

THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW. **ADDITIONALLY, NOTHING CONTAINED IN THIS SECTION SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY WITH RESPECT TO OBLIGATIONS UNDER THE FINANCIAL INCENTIVE OR REMEDY PROVISIONS OF ANY SERVICE QUALITY PLAN REQUIRED BY THE FCC OR THE COMMISSION OR BILL CREDIT REMEDIES AND DAMAGES IN CONNECTION WITH FAILURE TO PROVIDE ADEQUATE CARRIER-TO-CARRIER SERVICE QUALITY OR TO MEET THE CARRIER-TO-CARRIER SERVICE QUALITY STANDARDS (OR "PERFORMANCE MEASUREMENTS") AS SET FORTH IN ARTICLE 32 TO THIS AGREEMENT.**

1.7.3 Obligation to Indemnify

1.7.3.1 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an Indemnitee) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) (collectively, Damages) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a Claim): (i) alleging any omissions, breach of any representation, warranty, or covenant made by such indemnifying Party (the Indemnifying Party) in this Agreement, (ii) based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors.

1.7.3.1.1 In the case of any loss alleged or made by an end user of either Party, the Party whose end user alleged or made such loss (Indemnifying Party) shall defend and indemnify the other Party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or intentional or willful misconduct or breach of applicable law of the other (Indemnified) Party.

1.7.3.2 Intellectual Property

1.7.3.2.1 CLEC acknowledges that its right under this Agreement to interconnect with AT&T 4-STATE's network and to unbundle and/or combine AT&T 4-STATE's network elements (including combining with CLEC's network elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of third parties.

1.7.3.3 The Parties will abide by the April 27, 2000 FCC order in CC Docket No. 96-98 (File No. CCBPol. 97-4), *In the Matter of Petition of MCI for Declaratory Ruling*. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

1.7.3.3.1 AT&T 4-STATE agrees to use its best efforts to obtain co-extensive rights for CLEC, under commercially reasonable terms, for Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as AT&T 4-STATE.

1.7.3.3.2 AT&T 4-STATE shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by AT&T 4-STATE.

1.7.3.3.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, AT&T 4-STATE shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to AT&T 4-STATE under the vendor contract and the terms of the contract (excluding cost terms). AT&T 4-STATE shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

1.7.3.4 Except as may be required by state or federal law, nothing in this Agreement shall be construed as licenses to use such Intellectual Property rights or warranties, express or implied, concerning CLEC's (or any third party's) 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 CLEC's network elements) in AT&T 4-STATE's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. 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 4-STATE agrees in Section 1.7.3.3.1 to use its best efforts to obtain.

1.7.3.5 Unless otherwise required by Applicable Law, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party,

however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim that arises out of, is caused by, or relates to CLEC's interconnection with AT&T 4-STATE's network and unbundling and/or combining AT&T 4-STATE's network elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights AT&T 4-STATE agrees in Section 1.7.3.3.1 to use its best efforts to obtain.

1.7.3.6 Intentionally not used.

1.7.3.7 CLEC acknowledges that services and facilities to be provided by AT&T 4-STATE hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit AT&T 4-STATE to provide to CLEC, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to CLEC under this Agreement, then, as may be required by applicable state or federal law:

(a) AT&T 4-STATE agrees to provide written notification to CLEC, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions; and

(b) For any new agreements that AT&T 4-STATE enters into or existing agreements that it renews, AT&T 4-STATE shall use its best efforts to procure rights or licenses to allow AT&T 4-STATE to provide to CLEC the particular unbundled Network Element(s), on terms comparable to terms provided to AT&T 4-STATE, directly or on behalf of CLEC ("Additional Rights/Licenses").

(c) For any new agreements that AT&T 4-STATE enters into or existing agreements that it renews, in the event that AT&T 4-STATE, after using its best efforts, is unable to procure Additional Rights/Licenses for CLEC, AT&T 4-STATE will promptly provide written notification CLEC of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts CLEC's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.

(d) In the event CLEC provides in writing within thirty (30) calendar days of written notice in section (c) above that AT&T 4-STATE has not exercised such best efforts, CLEC may seek a determination through the Commission as to whether AT&T 4-STATE has exercised such best efforts.

(e) If and to the extent AT&T 4-STATE is unable to make all warranties required pursuant to this agreement without additional costs, including payment of additional

fees, in renegotiating with its vendors or licensors, AT&T 4-STATE may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including AT&T 4-STATE, provided, however, all costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 1.7.3.3.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including AT&T 4-STATE.

1.7.3.8 Intentionally not used.

1.7.3.9 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.

1.7.4 Obligation to Defend; Notice; Cooperation

1.7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will 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 will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee 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 Indemnitee will 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 Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will 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.

1.7.5 OSHA Statement

1.7.5.1 CLEC, in recognition of AT&T 4-STATE's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of AT&T 4-STATE with all federal, state and local laws, safety and health regulations relating to CLEC's activities concerning Collocated Space, and to indemnify and hold AT&T 4-STATE harmless for any judgments, citations, fines, or other penalties which are assessed against AT&T 4-STATE as the result solely of CLEC's failure to comply with any of the foregoing. AT&T 4-STATE, in its status as an employer, will comply with all federal, state and local laws, safety and health standards and regulations with respect to all other portions of the Premises, and agrees to indemnify and hold CLEC harmless for any judgments, citations, fines or other penalties which are assessed against CLEC as a result solely of AT&T 4-STATE's failure to comply with any of the foregoing.

1.7.6 OSS

1.7.6.1 CLEC shall be responsible for and indemnifies AT&T 4-STATE against any cost, expense or liability relating to any unauthorized entry or access into, or improper use or manipulation of AT&T 4-STATE's OSS by CLEC employees or persons using authorization granted to that person by CLEC to access AT&T 4-STATE's OSS and shall pay AT&T 4-STATE for any and all damages caused by such unauthorized entry**,** improper use or manipulation of' AT&T 4-STATE's OSS.

1.7.7 Insurance. 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:

1.7.7.1 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.

1.7.7.2 Commercial General Liability and, if necessary, excess liability insurance with minimum limits of: $10,000,000 General Aggregate limit; $10,000,000 each occurrence sub-limit for bodily injury, property damage, Personal Injury, Advertising injury and a separate Products/Completed Operations Aggregate limit, with a $5,000,000 each occurrence sub-limit for Products/Completed Operations**.** Fire Legal Liability sub-limits of $2,500,000 are also required if this Agreement involves collocation. Each Party must be included as an Additional Insured on the other Party's Commercial General Liability policy, but only with respect to liability arising from the respective parties' operations for which they have assumed responsibility herein.

1.7.7.3 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.

1.7.7.4 Each Party shall require primary contractors providing services under this Agreement to maintain in force the insurance coverage and limits required in this Section 1.7.7.

1.7.7.5 The Parties agree that companies affording the insurance coverages required under this Section 1.7.7 shall have a rating of A- or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Both at the time of execution of this Agreement and prior to the expiration of any insurance policy required herein, each Party shall provide to the other Party a certificate of insurance evidencing such insurance coverage. To the extent that one Party is afforded coverage under an insurance policy of the other Party, the other Party's insurance policy shall be primary and non-contributory. Each Party agrees to provide the other with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein, except for cancellation due to non-payment of premium, for which such notice shall be ten (10) days.

1.7.7.6 Intentionally Omitted.

1.7.7.7 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:

1.7.7.7.1 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

1.7.7.7.2 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

1.7.7.7.3 The Party desiring to satisfy its general liability and property insurance obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade 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.

1.7.7.8 For all locations other than those governed by 3D agreements between AT&T 4-STATE and CLEC, each Party shall maintain All Risk Property Insurance with limits covering the full replacement value of the building and contents, other than the contents belonging to the other Party, on either an agreed amount or 100% coinsurance basis. This policy shall include a waiver of subrogation in favor of the other Party, except with respect to loss arising from the other party's gross negligence or willful misconduct. Each Party shall have the right to self-insure this obligation, subject to providing proof of such

insurance as set forth in Section 1.7.7.7, above, and agrees to waive any rights of recovery from the other Party, other than for gross negligence or willful misconduct.

1.8 Payment of Rates and Charges; Deposits

1.8.1 Except as otherwise specifically provided elsewhere in this Agreement, including but not limited to Section 1.8.5, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the date of the invoice or within twenty (20) days of receipt of an invoice, whichever is later; provided, the paying Party shall advise the billing Party via fax or e-mail in the event the bill is received 10 or more days after the bill date. For the purposes of this Section 1.8.1, each Parties' respective billing contact information shall be as designated in Section 1.11 of this Article.

1.8.1.1 If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the JP Morgan Chase Bank (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the JP Morgan Chase Bank (or such other bank as the Parties agree), payment will be made on the preceding business day.

1.8.2 If either Party fails to remit payment for any charges for services by the applicable due date, or if a payment or any portion of a payment is received by the billing Party from the paying Party after the applicable due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the billing Party as of the due date (individually and collectively, "Past Due"), then interest shall be assessed as follows in Section 1.8.2.1. No other late payment fee or charge applies to overdue amounts.

1.8.2.1 If any charge incurred under this Agreement is past due (including prior months' unpaid interest charges), such unpaid amounts shall bear interest from the applicable due date until paid. The interest rate applied to Past Due unpaid amounts billed out of any billing system shall be the lesser of (i) and one and one-half percent (1 ½ %) per month or (ii) the highest rate of interest that may be charged under applicable law, compounded daily from the applicable due date to and including the date that the payment is actually made and available.

1.8.3 Each Party shall make all Payments in U.S. Dollars to the other party via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by Party receiving the payment. At least thirty (30) days prior to the first transmission of billing data and information for payment, AT&T 4-STATE will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. CLEC and AT&T 4-STATE shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by the billing Party

no later than the applicable due date of each bill or interest will apply as provided in Section 1.8.2.1 above. The Party receiving payment shall not be liable for any delays in receipt of funds or errors in entries caused by the paying Party or third parties, including the paying Party's financial institution. The paying Party is responsible for its own banking fees. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

1.8.3.1 AT&T 4-STATE and CLEC shall provide each other with remittance advices, providing detailed account information for proper application of the payment made by the paying Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI process**,** or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Agreement, unless otherwise agreed between the Parties.

1.8.3.2 In the event CLEC receives multiple and/or other bills from AT&T 4-STATE which are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to AT&T 4-STATE's bank account designated pursuant to Section 1.8.3 and CLEC will provide AT&T 4-STATE with a payment advice pursuant to Section 1.8.3.1.

1.8.4 Billing Disputes Related to Paid Amounts

1.8.4.1 In order for a Billed Party to dispute all or a portion of amounts it has paid, it must:

1.8.4.1.1 within eleven months of CLEC's receipt of the bill in question, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the total amount disputed and the specific details and reasons for disputing each item (including, without limitation, and as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, and the USOC information questioned); and

1.8.4.1.2 follow the dispute resolution procedures set forth in Section 1.9, below.

1.8.4.2 If a Billed Party brings a dispute pursuant to this Section 1.8.4, and any portion of the dispute is resolved, at the conclusion of the applicable dispute resolution process pursuant to Section 1.9, in favor of the Billed Party, the Billing Party shall pay or credit the account of the Billed Party, as follows:

(a) the Billing Party shall determine if the Billed Party has any undisputed amount Past Due (as defined under Section 1.8.2 of this Article) and owing to the Billing Party;

(b) at the Billing Party's discretion, the amount determined through the dispute resolution process, plus interest computed in the manner specified under the dispute resolution process (or under Section 1.8.2, whichever is applicable), will be applied as a credit against the amount determined under subparagraph (a) preceding;

(c) the amount so credited shall be reflected in the immediately next issued invoice with a breakout of the dispute resolution credit and accrued interest listed separately or other supplemental report with appropriate detail; and

(d) to the extent the amount of dispute resolution exceeds the amount credited by the Billing Party in (a) then the Billing Party will issue a check to the Billed Party of that difference at the same time that the credit is issued pursuant to subparagraph (b).

The Parties also agree that the foregoing credit process will not apply to any significant settlements that the Parties enter into that expressly specify a reconciliation process, in which event the terms of such settlement agreement will govern the payment of the settlement amounts.

1.8.5 Billing Disputes Related to Unpaid Disputed Amounts; Escrow Requirements.

1.8.5.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall, five (5) business days prior to the applicable due date, advise the Billing Party in writing of the amounts it disputes ("Disputed Amounts") and within ten (10) business days after the applicable due date give the Billed Party written notice of the amount disputed, specific details and reasons for disputing each item(including, without limitation, as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, the USOC information questioned), and pay to AT&T 4-STATE all undisputed unpaid charges by their applicable due date. All disputes must be in good faith and have a reasonable basis.

1.8.5.2 Intentionally left blank

1.8.5.3 The Billed Party shall pay (i) when due, all undisputed amounts to the Billing Party, and (ii) within thirty (30) days after its written notice of dispute, except as otherwise provided in Section 1.8.7 below, place all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. To be acceptable, the third party escrow agent must meet all of the following criteria:

1.8.5.3.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;

1.8.5.3.2 The financial institution proposed as the third party escrow agent may not be an affiliate of either Party; and

1.8.5.3.3 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) credit transactions transfers.

1.8.5.3.4 In addition to the foregoing requirements for the third party escrow agent, the disputing Party and the financial institution proposed as the third party escrow agent must agree that the escrow account will meet all of the following criteria:

1.8.5.3.5 The escrow account must be an interest bearing account;

1.8.5.3.6 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

1.8.5.3.7 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third party escrow agent;

1.8.5.3.8 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and

1.8.5.3.9 Disbursements from the escrow account shall be limited to those:

1.8.5.3.9.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

1.8.5.3.9.2 made in accordance with the final, non-appealable order or award of an arbitrator appointed pursuant to the provisions of Sections 1.9.5.1 or 1.9.6.1; or

1.8.5.3.9.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter an arbitrator's award pursuant to Section 1.9.6.1.

1.8.5.4 Disputed Amounts in escrow shall be subject to interest as set forth in Section 1.8.2.1.

1.8.6 Intentionally left blank.

1.8.7 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 1.8.5, above, if: (i) the Billed Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute); and (ii) the Billed Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, which previous disputes were resolved in Billing Party's favor or, if the bill containing the disputed charges is not the first bill for a particular service to the Billed Party, the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system.

1.8.8 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 1.9.

1.8.9 If the Billed Party disputes in accordance with Section 1.8.5, any charges and any portion of the dispute is resolved in favor of such Billed Party, the Parties shall cooperate to ensure that all of the following actions are taken:

1.8.9.1 no later than the second bill date after the resolution of the dispute, the Billing Party shall credit the invoice of the Billed Party for that portion of the Disputed Amounts resolved in favor of the Billed Party, including a credit for any interest assessed or applied with respect to such portion of the Disputed Amounts;

1.8.9.2 within fifteen (15) calendar days after resolution of the dispute, the portion of the escrowed Disputed Amounts, if any, resolved in favor of the Billed Party shall be released to the Billed Party, together with any accrued interest thereon, and any portion of the Disputed Amounts not in escrow and resolved in favor of the Billed Party shall be paid to Billed Party, together with any interest assessed or applied with respect thereto; and

1.8.9.3 within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon (and if the accrued interest does not equal any interest that would have been assessed pursuant to Section 1.8.2.1 had the Disputed Amounts remained undisputed and unpaid during the period of the Dispute, the Billed Party shall remit payment of the difference to the Billing Party within this same time period) and, as applicable, any portion of the Disputed Amounts not in escrow and resolved in favor of the Billing Party shall be paid to Billing Party, together with any interest assessed or applied with respect thereto.

1.8.10 Failure by the Billed Party to knowingly take all necessary actions to effect a release of escrowed Disputed Amounts determined at the conclusion of the applicable dispute resolution process to be owed to the Billing Party or to pay any charges determined to be owed to the Billing Party within the time specified in Section 1.8.9 shall be grounds for termination of this Agreement as specified in Section 1.10.1, following.

1.8.11 Deposits

1.8.11.1 The deposit requirements set forth in this Section 1.8 apply to AT&T 4-STATE's providing the Resale Services and Network Elements and collocation (exclusive of interconnection facilities, collocation cage construction and reciprocal compensation) furnished under this Agreement. AT&T 4-STATE may, in order to safeguard its interests, require that CLEC, if it has a proven history of late payments or has not established a minimum of twelve consecutive months good credit history with AT&T 4-STATE, make a reasonable deposit to be held by AT&T 4-STATE as a guarantee

of the payment of charges. For purposes of this provision, a Party shall not be deemed to have "a proven history of late payments" or "not established credit" based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of Sections 1.8.5 through 1.8.10.

1.8.11.2 Intentionally not used.

1.8.11.3 Unless CLEC is not required to make a deposit payment as described in Section 1.8.11.1 above, CLEC shall remit an initial cash deposit within thirty (30) days after written request by AT&T 4-STATE. The deposit required by the previous sentence, if any, shall be determined as follows: (i) if, immediately prior to the Effective Date, CLEC was not operating as a local service provider in Illinois, the initial deposit shall be in the amount of $17,000; or (ii) if, immediately prior to the Effective Date, CLEC was operating as a local service provider in Illinois, the deposit shall be in the amount calculated using the method set forth in Section 1.8.11.7 of this Agreement. This cash deposit will be held by AT&T 4-STATE as a guarantee of payment of charges billed to CLEC. If CLEC is not required to make a deposit payment as set forth in Section 1.8.11.1 above, AT&T 4-STATE shall not require an initial deposit requirement; provided, however, that the terms and conditions set forth in Section 1.8.11.1 and Sections 1.8.11.4 through Section 1.8.11.10 of this Agreement shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether CLEC has established the minimum twelve (12) months good credit history, CLEC's payment record for the most recent twelve (12) months immediately prior to the Effective Date shall be considered.

1.8.11.4 So long as CLEC maintains timely compliance with its payment obligations, AT&T 4-STATE will not increase any deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, AT&T 4-STATE reserves the right to require additional deposit(s) determined in accordance with Section 1.8.11.5 and Section 1.8.11.6 through Section 1.8.11.10 of this Agreement.

1.8.11.5 If during the first six (6) months of operations under this Agreement, CLEC has been sent one valid delinquency notification letter (a letter notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date (30 days from the date of the invoice or 20 days from CLEC's receipt, whichever due date applies to the bill in question, pursuant to, Section 1.8.1, above) by AT&T 4-STATE, where at least a portion of the charges addressed by the delinquency notification letter are not the subject of a dispute under Section 1.8.5, the deposit amount for the service(s) subject to such delinquency notification letter shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.

1.8.11.6 Throughout the term of this Agreement and any extension(s) thereof, any time CLEC has been sent two (2) delinquency notification letters (letters notifying CLEC of

charges that remain unpaid more than fifteen (15) days past their due date) by AT&T 4-STATE within the immediately preceding twelve (12) months, where at least a portion of the charges addressed by each delinquency notification letter are not the subject of a dispute under Section 1.8.5, the deposit amount for the service subject to such delinquency notification letters shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.

1.8.11.7 Whenever CLEC's deposit is re-evaluated as specified in Section 1.8.11.5 or Section 1.8.11.6, above, such deposit shall be calculated in an amount equal to the average billing to CLEC for Resale service and/or unbundled elements, as applicable, for a two month period. With respect to CLEC, the most recent three (3) months billing on all of CLEC's BANs or CBAS numbers, as applicable, for resale services or network elements shall be used to calculate CLEC's monthly average, which monthly average shall be multiplied by two (2) to arrive at the amount of deposit permitted by Sections 1.8.11.5 and 1.8.11.6.

1.8.11.8 Whenever a deposit is re-evaluated as specified in Section 1.8.11.5 and Section 1.8.11.6, above, CLEC shall remit the additional deposit amount to AT&T 4-STATE within thirty (30) calendar days of receipt of written notification AT&T 4-STATE requiring such deposit.

1.8.11.9 The deposit requirements of this Section 1.8.11 may be satisfied in whole or in part with an irrevocable bank letter of credit reasonably acceptable to AT&T 4-STATE. No interest shall be paid by AT&T 4-STATE for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.

1.8.11.10 The fact that AT&T 4-STATE holds a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

1.8.11.11 Any cash deposit held by AT&T 4-STATE shall be credited to CLEC's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter (as defined in Section 1.8.11.5) during the most recent twelve (12) months, in which case such cash deposit will be credited during the first rolling twelve (12) month period in which CLEC has been sent less than two delinquency notifications. For the purposes of this Section 1.8.11.11, interest will be applied from the date paid and calculated as defined in Section 1.8.2.1 above, and shall be credited to CLEC's account on an annual basis.

1.8.11.12 Any cash deposit shall be held by AT&T 4-STATE as a guarantee of payment of charges billed to CLEC, provided, however, AT&T 4-STATE may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:

1.8.11.12.1 when AT&T 4-STATE sends CLEC the second valid delinquency notification under this Agreement during the most recent twelve (12) months (provided that a delinquency notification shall be deemed valid if no dispute has been filed under Section 1.8.5 as to any amount covered by the delinquency notice); or

1.8.11.12.2 when AT&T 4-STATE suspends CLEC's ability to process orders in accordance with Section 1.10.1.2; or

1.8.11.12.3 when CLEC files for protection under the bankruptcy laws; or

1.8.11.12.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or

1.8.11.12.5 when this Agreement expires or terminates (provided, upon expiration or termination of this Agreement, any deposit monies not applied under this Agreement against charges payable by CLEC shall be refunded to CLEC by AT&T 4-STATE);

1.8.11.12.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, AT&T 4-STATE shall credit any cash deposit to CLEC's account so long as AT&T 4-STATE has not sent to CLEC more than one delinquency notification letter under this Agreement during the most recent twelve (12) months; or

1.8.11.12.7 upon mutual agreement of the Parties.

1.8.11.13 For the purposes of this Section 1.8.11.13, interest will be calculated as specified in Section 1.8.2 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.

1.8.12 Assuming that the previous payment and credit history of a Party (a "Requesting Party") justifies doing so, upon request the other Party (the "Acknowledging Party") will issue a written acknowledgement that the Requesting Party satisfies the condition that the Requesting Party does not have a proven history of late payments and that it has established a minimum of twelve consecutive months good credit history with the Acknowledging Party. Such an acknowledgement, whenever given, shall not be barred by Section 1.33, below, and shall be enforceable pursuant to its own terms. Such an acknowledgement shall not be required in order for a Party to meet the conditions necessary to avoid imposition of a deposit requirement under this Agreement, assuming it otherwise meets the conditions.

1.9 Dispute Resolution

1.9.1 Finality of Disputes

1.9.1.1 Except as otherwise specifically provided in this Agreement (for example, in Section 1.8.5.1, above), no claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

1.9.1.2 During the pendency resolution of any dispute raised in accordance with this Section 1.9 of this Agreement, whether by settlement or by legally binding arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, discontinue or cease to provide all or any portion of obligations pursuant to this Agreement, unless otherwise directed by the other Party. Legally binding means that such award, ruling, order or judgment has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

1.9.2 Alternative to Litigation

1.9.2.1 Dispute resolution under the procedures provided in this Section 1.9 shall be the preferred, but not the exclusive, remedy for all disputes between AT&T 4-STATE and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction with respect to disputes as to which the Commission or such court, agency, or regulatory authority specifies a particular remedy or procedure. However, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, no action or complaint may be filed in the Commission or a court, agency or regulatory authority of competent jurisdiction before the Informal Resolution of Disputes procedures set forth in Section 1.9.3 below have been followed, in good faith, by the Party commencing such action or complaint.

1.9.3 Informal Resolution of Disputes

1.9.3.1 Upon receipt by one Party of written notice of a dispute, including billing disputes, 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. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation 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, which are 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.

1.9.3.2 If the Parties are unable to resolve a dispute through the informal procedures described above, then either Party may invoke the Formal Resolution of Disputes or the Parties may agree to invoke Arbitration processes set forth below. Unless the Parties otherwise agree, Formal Resolution of Disputes processes, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating informal dispute resolution under this Section 1.9.3.

1.9.3.3 Either Party may notify the other Party in writing at any time after the 60th day after the date of the letter initiating informal dispute resolution under this Section 1.9.3 that it considers the matter to be at impasse. Such notice shall be provided by any acceptable means under Section 1.11, below, other than via facsimile. If the other Party does not pursue additional dispute resolution measures pursuant to this Section 1.9 within 10 business days of the date of the notice letter, the notifying Party may exercise its rights to disconnection and termination in accordance with the processes set forth in Section 1.10.

1.9.4 If a bill closure process is mutually agreed to by the Parties, the procedures involved in such processes will not be deemed to place a particular billing item in dispute for purposes of this Section.

1.9.5 Formal Resolution of Disputes

1.9.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to billing disputes and matters not specifically addressed elsewhere in this Agreement which require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the applicable commission. Also, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 1.9.6.

1.9.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

1.9.5.3 Claims Not Subject to Commercial Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to commercial arbitration as provided in Section 1.9.6 below and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

1.9.5.3.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

1.9.5.3.2 Actions to compel compliance with the Dispute Resolution process.

1.9.5.3.3 All claims arising under federal or state statute(s), including antitrust claims.

1.9.6 Commercial Arbitration

1.9.6.1 When both Parties agree to binding commercial arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association for commercial disputes or pursuant to such other provider of arbitration services or rules as the Parties may agree. The place where each separate arbitration will be held will be Chicago, Illinois, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The arbitrator has no authority to award punitive damages, 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. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

1.10 Non-payment and Procedures for Disconnection

1.10.1 Either Party may terminate this Agreement in the event of a Party's refusal or failure to pay all or any portion of any amount required to be paid to the other Party as and when due and payable as provided except that:

(a) A Party may only terminate this Agreement and/or disconnect interconnection with the other Party’s network upon obtaining an order from a governmental, administrative, or regulatory body or a court of competent jurisdiction approving such termination and/or disconnection;

(b) Notwithstanding Section 1.10.1(a), above, in the event of CLEC’s refusal or failure to pay all or any portion of any amount required to be paid for Resale and/or UNE services as and when due and payable as provided in this Agreement, AT&T 4-STATE may cease providing and may disconnect such services only in accordance with the processes set forth below.

1.10.1.1 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to AT&T 4-STATE as and when due and payable and has not presented a

dispute under Section 1.8.5 of this Agreement, the applicable procedures for notice and disconnection as set forth in Sections 1.10.3 through 1.10.11 below shall apply.

1.10.1.2 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to AT&T 4-STATE as and when due and payable and has presented a dispute as to those amounts (the "Previously Disputed Amounts") under Section 1.8.5 of this Agreement, but has not requested Formal Dispute Resolution under Section 1.9.5, above, within the later of 90 days of the date of the letter initiating informal dispute resolution under Section 1.9.3.1 or within 10 business days of receipt of notice under Section 1.9.3.3, then AT&T 4-STATE shall notify CLEC and the Commission that unless the Previously Disputed Amounts are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to CLEC under this Agreement for which the Previously Disputed Amounts are outstanding (i.e. delinquent) shall be disconnected. On the same day it sends the notice letter required by this Section 1.10.1.2, AT&T 4-STATE will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement. Furthermore, the provisions of Sections 1.10.5 through 1.10.11 shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

(i) In Section 1.10.5, the phrase "forty (40) calendar days past the due date of the undisputed Unpaid Charges" shall be modified to read "thirty-two (32) days past the expiration of the 90-day period;"

(ii) In Section 1.10.6, the phrase "forty-five (45) calendar days past the due date of such Unpaid Charges" shall be modified to read "thirty-seven (37) days past the expiration of the 90-day period;"

(iii) Further, Sections 1.10.5 through 1.10.11 shall be modified to read "Previously Disputed Amounts" where the phrase "Unpaid Charges" is found.

1.10.1.3 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to AT&T 4-STATE as and when due and payable following the conclusion of any Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to Sections 1.9.5 or 1.9.6 above, then, no sooner than fifteen (15) days after the Formal Dispute Resolution process has concluded, AT&T 4-STATE shall notify CLEC and the Commission that unless the amounts required to be paid to AT&T 4-STATE following the conclusion of the Formal Dispute Resolution process ("FDR Amounts") are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to CLEC under this Agreement for which the FDR Amounts are outstanding (i.e. delinquent) shall be disconnected. On the same day it sends the notice letter required by this Section 1.10.1.3, AT&T 4-STATE will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement. For purposes of this Section 1.10.1.3, "conclusion" of the Formal Dispute Resolution

process initiated by a Party or employed by the Parties pursuant to Sections 1.9.5 or 1.9.6 above shall occur on the day any ruling, order or award in that process becomes final and non-appealable. Furthermore, the provisions of Sections 1.10.5 through 1.10.11 shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

(i) In Section 1.10.5, the phrase "forty (40) calendar days past the due date of the undisputed Unpaid Charges" shall be modified to read "thirty-two (32) days past the conclusion of the Formal Dispute Resolution process;"

(ii) In Section 1.10.6, the phrase "forty-five (45) calendar days past the due date of such Unpaid Charges" shall be modified to read "thirty-seven (37) days past the conclusion of the Formal Dispute Resolution process;"

(iii) Further, Sections 1.10.5 through 1.10.11 shall be modified to read "FDR Amounts" wherever the phrase "Unpaid Charges" is found.

1.10.2 Pending the resolution of any dispute raised in accordance with Section 1.9 of this Agreement, whether by settlement or by final and non-appealable arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, exercise any right of termination or disconnection under this Section 1.10, unless otherwise directed by the other Party.

1.10.3 If CLEC fails to pay when due, any and all charges, including any applicable interest, that are billed to CLEC for resale services and network elements furnished under this Agreement and are not disputed under Section 1.8.5, above ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the due date, AT&T 4-STATE shall provide written notification to CLEC's billing department (with a copy to the address for CLEC pursuant to Section 1.11 below) that in order to avoid having service disconnected, CLEC must remit all such Unpaid Charges to AT&T 4-STATE. With respect to resale services and network elements, AT&T 4-STATE will notify CLEC that such Unpaid Charges remain unpaid fifteen (15) calendar days after the due date and that CLEC must remit payment within fourteen (14) calendar days from the date CLEC's billing department receives AT&T 4-STATE's notice, except as otherwise provided in Sections 1.8.5 through 1.8.10, governing bona fide billing disputes. No payment made by CLEC following notice by AT&T 4-STATE as provided in this Section shall prejudice or otherwise adversely affect CLEC's right to dispute the Unpaid Charges, once paid, pursuant to Section 1.8.4, above. For the purposes of this Section 1.10.3, AT&T 4-STATE may give notice to CLEC billing department as follows, unless CLEC notifies AT&T 4-STATE otherwise:

Access One, Inc.
Mark Jozwiak, President
820 W. Jackson Blvd., Suite 650
Chicago, IL 60607

1.10.4 If any Unpaid Charges for resale services or network elements remain unpaid twenty-nine (29) calendar days past the due date of such Unpaid Charges, AT&T 4-STATE shall notify CLEC and the Commission that unless all such Unpaid Charges are paid within sixteen (16) calendar days, the resale services and network elements furnished to CLEC under this Agreement for which undisputed Unpaid Charges are outstanding (i.e., delinquent) shall be disconnected. On the same day that it sends the letter required by this Section 1.10.4, AT&T 4-STATE will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement.

1.10.5 If any undisputed Unpaid Charges for resale services or network elements remain unpaid forty (40) calendar days past the due date of the undisputed Unpaid Charges, CLEC shall, at its sole expense, notify its end users and the Commission that the end users' service will be disconnected due to CLEC's failure to pay such Unpaid Charges, and that its end users must affirmatively select a new Local Service Provider within five (5) calendar days of the notice date.

1.10.6 If any undisputed Unpaid Charges for resale services or network elements furnished to CLEC under this Agreement remain unpaid forty-five (45) calendar days past the due date of such Unpaid Charges, AT&T 4-STATE shall disconnect the resale services or network elements for which such undisputed charges remain unpaid. Where CLEC is purchasing resale under AT&T INDIANA, AT&T MICHIGAN, or AT&T WISCONSINAT&T 4-STATE's Resale tariff, AT&TAT&T 4-STATE shall transfer the Resale end users in accordance with the AT&T state-specific resale tariff. Provided however, nothing herein shall be interpreted to restrict AT&T 4-STATE's right to amend its tariff, including changes to provision on transfer of resale end users.

1.10.7 Intentionally not used.

1.10.8 Intentionally not used.

1.10.9 AT&T 4-STATE may discontinue service to CLEC as provided in Section 1.10.6 of this Agreement only after AT&T 4-STATE has sent all notices it is required to send as provided in Sections 1.9 and 1.10, and shall have no liability to CLEC or CLEC's end users in the event of such disconnection.

1.10.10 Intentionally not used.

1.10.11 Once all notices AT&T 4-STATE is required to send under Sections 1.9 and 1.10 have been sent, AT&T 4-STATE shall not be required to accept any order (other than

a disconnect order) relating to resale services or network elements from CLEC until: (i) all undisputed Unpaid Charges for resale services and network elements under this Agreement are paid; and (ii) CLEC has furnished AT&T 4-STATE a deposit calculated pursuant to the terms and conditions of Section 1.8.11 of this Agreement.

1.11 Notices

1.11.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

1.11.2 If to CLEC:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Mark Jozwiak, President
STREET ADDRESS	820 W. Jackson Blvd., Suite 650
CITY, STATE, ZIP CODE	Chicago, IL 60607
TELEPHONE NUMBER	312-441-1000
FACSIMILE NUMBER	312-441-1010
EMAIL ADDRESS	markj@accessoneinc.com

1.11.3 If to AT&T 4-STATE:

AT&T Contract Management
Attn: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398
214-464-2006 (Fax)

1.11.4 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

1.12 Taxes

1.12.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all 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, 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, these Taxes shall be billed as a separate item on the invoice.

1.12.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted 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 remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. The following provisions govern the backbilling of Taxes by the providing Party:

1.12.2.1 Taxes for which the purchasing Party is liable: with respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.

1.12.2.2 Taxes for which the providing Party is liable: With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate, as set forth in Section 27.2.3 of Article 27, (Comprehensive Billing).

1.12.2.3 Notwithstanding Section 1.12.2.2 above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not to exceed four years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this Section, the purchasing party must be notified of the audit determination from which the surcharge results, within 30 days of the notice of proposed adjustment but in no event less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.

1.12.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and 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.

1.12.4 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 to the extent provided in Section 1.12.2 above and all subsections thereunder; 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.

1.12.5 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.

1.12.6 If either Party is audited by a taxing authority or other governmental entity, 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.

1.12.7 To the extent a sale is claimed to be for resale 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, 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.

1.12.8 With respect to any Tax or Tax controversy covered by this Section 1.12, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing 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.

1.12.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 1.12 shall be sent in accordance with Section 1.11 hereof.

1.13 Force Majeure

Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

1.14 Publicity

1.14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

1.14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party’s written authorization.

1.15 Network Maintenance and Management

1.15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

1.15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users. Each party will maintain the capability of respectively implementing basic protective controls such as "Cancel To" or "Call Gap."

1.15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

1.16 Law Enforcement and Civil Process

1.16.1 Intercept Devices

1.16.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

1.16.2 Subpoenas

1.16.2.1 If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving party is able to do so; if response requires the assistance of the other party such assistance will be provided.

1.16.3 Law Enforcement Emergencies

1.16.3.1 If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

1.17 Changes in Subscriber Carrier Selection

1.17.1 Line sharing and line splitting are governed by Article 9 of this Agreement. With respect to Resale services Network Elements provided to end users, each Party must obtain end user authorization prior to requesting a change in the end users' provider of local exchange service (including ordering end user specific Network Elements) and must retain such authorizations pursuant to FCC and state rules. The Party submitting the change request assumes responsibility for applicable charges as specified in Subscriber Carrier Selection Changes at 47 CFR 64.1100 through 64.1170 and any applicable state regulations.

1.17.2 Intentionally Left Blank.

1.17.3 When an end user authorizes a change in his selection of local service provider or discontinues service, each party shall release the customer specific facilities. AT&T 4-STATE shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. Further, when an end user abandons a premise (i.e.,vacates a premise without disconnecting service), AT&T 4-STATE is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

1.17.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service ("slamming") on behalf of the other Party or a third party other than as required by federal or state law. At CLEC's written request, AT&T 4-STATE will investigate an alleged incidence of slamming involving CLEC, and only in such CLEC authorized instances shall AT&T 4-STATE charge CLEC; providing such charge shall be a cost-based or mutually agreed fee for providing the investigation.

1.18 Amendments or Waivers

1.18.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or

failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition.

1.18.2 Amendment Process.

1.18.2.1 In order to execute an amendment to this Agreement, a Party shall request such amendment in writing. Such request shall include details regarding the Section or Sections to be amended and shall include the proposed language changes.

1.18.2.2 Within 30 days from its receipt of the request, the other Party shall accept the proposed amendment in writing or shall deliver written notice to the other Party either rejecting the requested amendment in its entirety, or inviting the prompt commencement of good faith negotiations to arrive at mutually acceptable terms. If the non-requesting Party rejects the requested amendment in its entirety, the requesting Party may request the prompt commencement of good faith negotiations to arrive at mutually acceptable terms, but there shall be no obligation on either Party to continue such negotiations longer than a period of 45 days if the Parties cannot arrive at mutually acceptable amendment terms.

1.18.2.3 If mutually acceptable terms are not agreed upon within 45 days after the delivery of the written notice requesting the commencement of negotiations, or if at any time during this period (or a mutually agreed upon extension of this period), the Parties have ceased to negotiate (other than by mutual agreement) for a period of 10 consecutive days, the amendment shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 1.9 of this Agreement. Neither Party may pursue dispute resolution pursuant to this Section 1.18.2.3 with respect to any matter that, if agreed to by the other Party, would have the effect of incorporating into the Agreement a provision that the Party proposing the amendment had unsuccessfully sought in any arbitration pursuant to Section 252 of the Act leading to the adoption of this Agreement. Further, neither Party may invoke the provisions of this Section 1.18.2.3 more than once during the term of the Agreement.

1.18.2.4 Nothing in this Section 1.18.2 shall affect the right of either Party to pursue an amendment to this Agreement pursuant to Section 1.3, (Intervening Law), or Section 252(i) of the Act.

1.19 Authority

1.19.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

1.20 Binding Effect

1.20.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

1.21 Consent

1.21.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

1.22 Expenses

1.22.1 Except as specifically set out in this Agreement, each party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

1.23 Headings

1.23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

1.24 Relationship of Parties

1.24.1 This Agreement will not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

1.25 Conflict of Interest

1.25.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

1.26 Multiple Counterparts

1.26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

1.27 Third Party Beneficiaries

1.27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

1.28 Regulatory Approval

1.28.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

1.28.2 The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. If arbitrated, in whole or in part, each Party agrees that this Agreement conforms to the Order of the Commission approving the Agreement, and agrees to fully support approval of this Agreement by the Commission (or the FCC) under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

1.29 Trademarks and Trade Names

1.29.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

1.30 Regulatory Authority

1.30.1 AT&T 4-STATE will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC Customers contemplated by this Agreement. CLEC will reasonably cooperate with AT&T 4-STATE in obtaining and maintaining any required approvals for which AT&T 4-STATE is responsible, and AT&T 4-STATE will reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.

1.30.2 Except as provided in Section 1.30.4 below, 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 4-STATE may file, absent Commission order to the contrary. The Parties agree that CLEC is not precluded from ordering products and services available under any effective AT&T 4-STATE tariff or any tariff that AT&T 4-STATE may file in the future provided that CLEC satisfies all conditions contained in such tariff and provided that the products and services are not already available under this Agreement. (In which case CLEC may incorporate such products and services including legitimately related rates, terms and conditions by amendment into this Agreement). If CLEC chooses to order products or services under an AT&T 4-STATE 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. CLEC 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.

1.30.3 AT&T 4-STATE will provide CLEC direct notice of any tariff or filing which concerns the subject matter of this Agreement whether or not AT&T 4-STATE makes a voluntary filing or is required by any governmental authority to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement. The notice shall be served to CLEC concurrent with AT&T 4-STATE making the filing with the governmental authority.

1.30.4 The rates set forth in the Pricing Schedule to this Agreement are subject to change based upon the outcome of Commission proceedings affecting wholesale prices which are given general applicability by the 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 1.9 of this Article. 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

Section 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 "Change in Law; Reservation of Rights" provision Section.

1.31 Intentionally Left Blank.

1.32 Verification Reviews

1.32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Billed (auditing) Party may audit the Billing Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the Billing (audited) Party's billing and invoicing. The Billing Party may audit the Billed Party's books, records and other documents once in each Contract Year for verification of the accuracy of information that the Billing (auditing) Party is entitled, under this Agreement, to rely on in billing and invoicing for services provided to the Billed (audited) Party hereunder. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.

1.32.2 The Billing Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed 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. The credit shall include interest on the overpayment, which interest shall be computed in accordance with Section 1.8.2.1 of this Article. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 1.9 of this Article.

1.32.3 Each Party will cooperate fully in any audit performed pursuant to Section 1.32.1, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills. The audit will be conducted during normal business hours at an office designated by the Party being audited. The Parties agree to retain records of call detail for two years from when the calls were initially reported to the other Party.

1.32.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the audit pursuant to Section 1.32.1 found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by the Billed Party for Resale services, Network Elements, Combinations or usage based charges provided during the period covered by the audit.

1.32.5 Except as may be otherwise provided in this Agreement, audits will be at the auditing Party's expense.

1.32.6 Intentionally not used.

1.32.7 Intentionally not used.

1.32.8 This Section 1.32 also applies to the audit by the Billing Party of the Billed Party's books, records, and other documents related to the development of the percent local usage (PLU) used to measure and settle jurisdictionally unidentified traffic, including but not limited to calls for which calling party number (CPN) is not transmitted, in connection with Article 21 Intercarrier Compensation. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the remainder of current quarter and for the subsequent quarter following the completion of the audit. If the PLU is adjusted based upon the audit results, the Billing Party may audit the Billed Party again during the subsequent nine (9) month period, notwithstanding any other provisions in the Agreement. If as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of the subsequent audit which is to happen within nine (9) months of the initial audit.

1.32.9 Information obtained or received by either Party in connection with Sections 1.32.1 through 1.32.6 and 1.32.8 will be subject to the confidentiality provisions of Section 1.6 of this Agreement.

1.33 Complete Terms

1.33.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

1.33.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the Party sought to be bound. Unless otherwise agreed by the Parties, the rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission**.**

1.34 Cooperation on Preventing End User Fraud

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

1.34.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above Section will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all

outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

1.35 Notice of Network Changes/Notification of Other Information

1.35.1 AT&T 4-STATE agrees to provide CLEC reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using AT&T 4-STATE's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit AT&T 4-STATE's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with AT&T 4-STATE's obligations to CLEC under the terms of this Agreement.

1.35.2 AT&T 4-STATE communicates official information to competitive local exchange carriers via its Accessible Letter 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.

1.35.3 AT&T 4-STATE will provide CLEC Accessible Letter notification via electronic mail ("e-mail") distribution.

1.35.4 CLEC may designate a maximum of ten (10) recipients for AT&T 4-STATE Accessible Letter notification via e-mail.

1.35.5 CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable AT&T 4-STATE's CLEC Online website) to the AT&T 4-STATE individual specified on that form to designate in writing each individual (other than the CLEC contact designated in Section 1.11.2) to whom CLEC requests Accessible Letter notification be sent, via e-mail CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters (other than the CLEC contact designated in Section 1.11.2). Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by AT&T 4-STATE.

1.36 Good Faith Performance

1.36.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

1.37 Responsibility of Each Party

1.37.1 Each Party is an independent contractor, and has and hereby retains the right 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 will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all: (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting there from or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for: (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

1.38 Intentionally left blank.

1.39 Governmental Compliance

1.39.1 CLEC and AT&T 4-STATE each will comply at its own expense with all applicable law (including, but not limited to, Part 64 of the rules of the Federal Communications Commission) related to: (i) its obligations under or activities in connection with this Agreement, or (ii) its activities undertaken at, in connection with or relating to Work Locations. CLEC and AT&T 4-STATE each agree to indemnify, defend (at the other Party’s request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys’ fees) that arise out of or result from: (i) its failure or the failure of its contractors or agents to so comply, or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. AT&T 4-STATE, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for AT&T 4-STATE to provide the Network Elements and Resale services pursuant to this Agreement.

1.40 Responsibility for Environmental Contamination

1.40.1 Disclosure of Potential Hazards: When and if CLEC notifies AT&T 4-STATE that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular AT&T 4-STATE building, manhole, pole, duct, conduit, right-

of-way, or other facility (hereinafter "Work Location"), AT&T 4-STATE shall timely notify CLEC of any Environmental Hazard at that Work Location of which AT&T 4-STATE has actual knowledge, except that this duty shall not apply to any Environmental Hazard: (i) of which CLEC already has actual knowledge, or (ii) was caused solely by CLEC, or (iii) would be obvious and apparent to anyone coming to the Work Location. For purposes of this Agreement, "Environmental Hazard" shall mean: (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) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by AT&T 4-STATE; and (v) any potential hazard that would not be obvious to an individual entering the Work Location or detectable using work practices standard in the industry.

1.40.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to AT&T 4-STATE, CLEC shall have the right to inspect, test, or monitor any Work Location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. CLEC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with AT&T 4-STATE's business operations after consultation with AT&T 4-STATE, and shall return AT&T 4-STATE's property to substantially the same condition as it would have been without such inspections, testing or monitoring.

1.40.3 Managing Disturbed Materials and Media: If and to the extent that CLEC's activity at any Work Location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then CLEC rather than AT&T 4-STATE shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.

1.40.4 Indemnification:

1.40.4.1 Each party shall indemnify, on request defend, and hold harmless the other party and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of this Section 1.40 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other applicable law or provision of this agreement dealing with hazardous substances or protection of human health or the environment.

1.40.4.2 CLEC shall indemnify, on request defend, and hold harmless AT&T 4-STATE and each of its officers, directors and employees from any and all suits, claims, demands,

losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with: (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of CLEC, or by any person acting on CLEC's behalf, while at a Work Location, or (ii) the removal or disposal of any hazardous substances by any employee of CLEC or by any person acting on CLEC's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location, or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by CLEC or its contractors or agents.

1.40.4.3 AT&T 4-STATE shall indemnify, on request defend, and hold harmless CLEC and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other third party on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with: (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of AT&T 4-STATE or by any person acting on AT&T 4-STATE's behalf, at a Work Location, or (ii) the removal or disposal of any hazardous substances by any employee of AT&T 4-STATE or by any person acting on AT&T 4-STATE's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location, or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance either: (x) existing or occurring at any Work Location on or before the date of this agreement, or (y) caused or created by AT&T 4-STATE or its contractors or agents.

1.41 Subcontracting

1.41.1 If any obligation is performed through a subcontractor, each party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either party performs through subcontractors, and each party will be solely responsible for payments due the party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or 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 will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the

subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

1.42 Intentionally left blank.

1.43 Severability

1.43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 1.9.5.

1.44 Survival of Obligations

1.44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

1.45 Governing Law

1.45.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the state in which the Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Indianapolis, IN for services provided in Indiana; in Detroit, MI for services provided in Michigan; in Columbus, OH for services provided in Ohio; and in Milwaukee, WI for services provided in Wisconsin and waive any and all objections to any such venue.

1.46 Performance Criteria

1.46.1 Specific provisions governing failure to meet Performance Criteria are contained in Article 32, (Performance).

1.47 Other Obligations of CLEC

1.47.1 For the purposes of establishing service and providing efficient and consolidated billing to CLEC, CLEC is required to provide AT&T 4-STATE 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. CLEC is responsible for costs of implementing any changes to its OCN/ACNA whether or not it involves a merger, consolidation, assignment or transfer of assets shall be determined through the BFR process.

1.48 Dialing Parity

1.48.1 AT&T 4-STATE will ensure that all CLEC Customers experience the same dialing parity as similarly-situated customers of AT&T 4-STATE services, such that, for all call types: (i) an CLEC Customer is not required to dial any greater number of digits than a similarly-situated AT&T 4-STATE customer; (ii) 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 CLEC Customer is at least equal in quality to that experienced by a similarly-situated AT&T 4-STATE customer; and (iii) the CLEC Customer may retain its local telephone number in accordance with the Number Portability Article.

1.49 Branding

1.49.1 Specific provisions concerning the branding of services provided to CLEC by AT&T 4-STATE under this Agreement are contained in the following Attachments and Appendices to this Agreement: Article 10, (Resale); Article 22, (Market Based OS/DA); and Schedule 9.2.9: (OS/DA as UNE).

1.50 Customer Inquiries

1.50.1 Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquiries to the other Party at a telephone number provided by that Party; (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s) provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.

1.51 Disclaimer of Warranties

1.51.1 TO THE EXTENT CONSISTENT WITH ITS OBLIGATIONS UNDER THE ACT, NO PARTY MAKES REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO

MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER.

1.52 No Waiver

1.52.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and duly executed on behalf of the Party against whom the 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. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

1.53 Definitions

1.53.1 Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. 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. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act.

1.54 Resale

1.54.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that AT&T 4-STATE currently provides or hereafter offers to any customer in the geographic area where AT&T 4-STATE is the incumbent LEC will be made available to CLEC by AT&T 4-STATE for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Article 10, (Resale), and other applicable Attachments.

1.55 Unbundled Network Elements

1.55.1 At the request of CLEC and pursuant to the requirements of the Act, AT&T 4-STATE will offer in the geographic area where AT&T 4-STATE is the incumbent LEC Network Elements to CLEC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific Provisions concerning Unbundled Network Elements are addressed in Article 9 and Schedules 9.2.1 through 9.5 and other applicable Attachments.

1.56 Ordering and Provisioning, Maintenance, Connectivity Billing and Recording, and Provision of Customer Usage Data

1.56.1 In connection with its Resale of services to CLEC, AT&T 4-STATE agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

1.56.2 In connection with its furnishing Unbundled Networks Elements to CLEC, AT&T 4-STATE agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

1.57 This section intentionally not used.

1.58 Compensation for Delivery of Traffic

1.58.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Article 21, (Reciprocal Compensation).

1.59 Ancillary Functions

1.59.1 Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. AT&T 4-STATE agrees to provide Ancillary Functions to CLEC as set forth in Articles 12, 16 and related Schedules.

1.60 Other Requirements and Attachments

1.60.1 This Agreement incorporates a number of listed Articles and Schedules which, together with their associated Appendices, Exhibits, and Addenda (collectively, "attachments" and individually, "an attachment"), constitute the entire Agreement between the Parties. It is understood that the titles of these attachments are for convenience of reference only, and are not intended to limit the applicability which any particular attachment may otherwise have.

1.60.2 Appended to this Agreement and incorporated herein are the Articles and Schedules listed in the Table of Contents. To the extent that any definitions, terms or conditions in any given attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular attachment. In particular, if an attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that attachment will control the length of time that services or activities are to occur under the attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the attachment.

ARTICLE 2
GENERAL SERVICE RELATED PROVISIONS

2.0 General Service Related Provisions.

2.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Articles 3 and 4 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide CLEC access to AT&T 4-STATE's unbundled Network Elements pursuant to Article 9, shall be established on or before the corresponding "Interconnection Activation Date" shown for each LATA and Wire Center in the trunking plans attached to the Notices of Interconnection and agreed to by the Parties. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in Article 3, Section 3.10.4. Trunking plans exchanged by the Parties may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers.

2.2 Bona Fide Request. Any request by CLEC that is not otherwise provided by the terms of this Agreement or by order or rule of the Commission at the time of such request shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2.

2.3 Use of Services. Subject to the requirements of this Agreement, the Act, the Commission and the FCC, CLEC may, subject to the payment to AT&T 4-STATE of all applicable charges, add to, delete from or change a purchased Resale Service or Network Element in the provision of service to its Customer.

ARTICLE 3
INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

3.0 Interconnection Pursuant to Section 251(c)(2).

3.1 Scope. Article 3 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles 4 and 5 prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this Article 3 related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

3.2 Interconnection Points

3.2.1 In each LATA where the Parties interconnect, CLEC and AT&T 4-STATE shall Interconnect their networks at the correspondingly identified AT&T 4-STATE Tandem Switch Center POIs and CLEC Switch Center POIs in such LATAs for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 As provided in Section 251(c)(2) of the Act, CLEC, at its option, may request and AT&T will provide Interconnection of its facilities and equipment to AT&T 4-STATE's network at any technically feasible point in AT&T 4-STATE's network, including a mid-span meet arrangement.

3.2.3 With respect to the POI selected for the delivery of traffic, each party may: (1) designate either a DS-1 or DS-3 interface at any POI location, (2) designate an OC-3, OC-12, OC-24 or OC-48 interface for any POI located at an AT&T 4-STATE tandem or facility hubbing location, or CLEC switching center, or (3), with the mutual agreement of the Parties, select another technically feasible interface. The interface will be commensurate with reasonable forecast of interconnection traffic at that POI.

3.2.4 Each Party shall: (i) provide trained personnel with adequate and compatible test equipment to work with each other's technicians, and (ii) provide maintenance and provisioning for their respective sides of the demarcation point.

3.2.5 Point of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

In many cases, multiple POI(s) may be necessary to increase operating efficiency for both parties. Both parties may negotiate the architecture in each location.

3.2.5.1 Where AT&T 4-STATE's end offices subtend another ILEC's tandem switch for local traffic and/or exchange access, CLEC may, at its discretion, interconnect with AT&T 4-STATE for local traffic and/or exchange access utilizing the other ILEC's tandem switch or at the AT&T 4-STATE end office. If CLEC elects interconnection via the third party tandem switch, it shall designate a POI within the operating territory of AT&T 4-STATE and deliver its originating traffic to AT&T 4-STATE at this POI. Each party is responsible for the facilities on its side of any POI(s) established under such conditions. Each party is responsible for ensuring that any facilities provided by a third party on its side of any POI in such an interconnection arrangement comply with the provisions of this interconnection agreement. In such circumstances, AT&T 4-STATE shall remain responsible to deliver its originating traffic to CLEC at CLEC's switch or such other mutually agreeable POI(s). However, such switch or POI(s), whichever is applicable, must be within the LATA and within AT&T 4-STATE's operating territory where the traffic originates.

3.2.5.2 Each Party is responsible for the facilities to its side of the POI(s). Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility(ies) between its switch locations, and the applicable POI(s). The Parties agree to provide sufficient facilities for the Interconnection trunk groups for the exchange of traffic between CLEC and AT&T 4-STATE.

3.2.6 If CLEC elects Collocation as an Interconnection method or the Parties agree to a network architecture that requires AT&T 4-STATE to Interconnect with CLEC's facilities via Collocation, CLEC agrees to provide to AT&T 4-STATE Collocation for purposes of that Interconnection set forth in Section 3.4.2. CLEC agrees that the provisions in Section 3.4.2 and any future Interconnection methods are non-discriminatory and no less favorable than CLEC provides to other similarly situated Telecommunications Carriers. Any such future Interconnection methods shall be submitted in the form of an amendment to the Commission for approval.

3.2.7 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from each CLEC Switch Center in the LATA to each, AT&T 4-STATE, combined local and Access Tandem or local Tandem, where CLEC originates or terminates local and/or toll traffic with AT&T 4-STATE.

3.2.8 CLEC is solely responsible for the facilities that carry OS/DA, 911 or mass calling, and Meet-Point trunk groups.

3.2.9 Either Party may combine originating local and intraLATA toll with exchange access traffic on Feature Group B and D exchange access trunks it obtains from the

other Party. CLEC will not send any Local traffic to an AT&T 4-STATE Tandem that has been designated by AT&T 4-STATE as an Access only Tandem**.** This traffic will be billed at access rates.

3.3 CLEC Methods of Interconnection. In addition to Collocation in AT&T 4-STATE's Switch Center or Fiber Meet as currently provided for in the Agreement, CLEC may interconnect with AT&T 4-STATE for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in CLEC's network for termination on AT&T 4-STATE's network by using the methods of Interconnection described below:

3.3.1 CLEC will transport Local Traffic and IntraLATA Toll Traffic to AT&T 4-STATE's Tandem Offices by using trunks (i.e., DS1's) on existing DS3 access facilities between CLEC's Switch Center POIs and the AT&T 4-STATE Tandem Office POI. Such facilities may be provided by AT&T 4-STATE, CLEC, other vendors used by CLEC or AT&T 4-STATE, or a combination thereof.

3.3.2 CLEC may obtain facility capacity for network interconnection trunking: (i) from AT&T 4-STATE under its access tariff, (ii) from AT&T 4-STATE under Article 9 of the Agreement, (iii) from CLEC's own facility inventory, or (iv) from an alternative access vendor.

3.3.3 Intra-building Interconnection. Where both parties have a presence within a central office building (e.g., condominium arrangement, point of presence or POP hotel) or between two adjacent central office buildings utilizing an intra-building cable.

The following terms and conditions will apply to intra-building connections:

3.3.3.1 CLEC may designate the use of either a fiber optic cable or coax (i.e., DS-3 ABAM) cable;

3.3.3.2 such cable will be installed via the shortest practical route between the AT&T 4-STATE and CLEC’s equipment;

3.3.3.3 CLEC will be responsible for the reasonably incurred installation and maintenance costs for such cable;

3.3.3.4 CLEC will have sole use of the cable unless the parties mutually agree to joint use and an allocation of financial responsibility and apportionment of the facility capacity of the cable; and

3.3.3.5 No other charges shall apply to CLEC’s use of the facilities over such arrangement.

3.3.4 Physical Collocation Interconnection. When CLEC provides its own facilities or uses the facilities of a third party to an AT&T 4-STATE Tandem or, at CLEC’s

option, End Office and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Article 12.

3.3.5 Virtual Collocation Interconnection. When CLEC provides its own facilities or uses the facilities of a third party to an AT&T 4-STATE Tandem or, at CLEC's option, End Office and wishes for AT&T 4-STATE to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Article 12 Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3.6 Leased Facility Interconnection. Where facilities exist, either Party may lease facilities from the other Party as defined in Section 3.5 of this Article.

3.3.7 Third Party Facilities – Where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

3.3.8 Fiber Meet Interconnection as described in Section 3.8.

3.3.9 Any other technically feasible Interconnection method which is consistent with the Act.

3.4 AT&T 4-STATE Methods of Interconnection.

3.4.1 AT&T 4-STATE will Interconnect with CLEC for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in AT&T 4-STATE' network for termination on CLEC's network by using one of the following methods or such other methods as may be agreed upon by the Parties:

a) Subject to the mutual agreement of the Parties, in those CLEC Switches where AT&T 4-STATE does not have an existing LEC Access Equipment Room by terminating in space allocated for Interconnection in such CLEC Switches; the prices for such Interconnections shall be the same as for the method or interconnection described in Section 3.4.2, below, and the process for such Interconnection will be defined by an Operations Team consisting of representatives of the Parties;

b) Subject to the mutual agreement of the Parties, in those CLEC Switches where AT&T 4-STATE does have an existing LEC Access Equipment Room, Collocation in the LEC Access Equipment Room in CLEC's Switch Centers as described in Section 3.4.2 below;

c) Subject to the mutual agreement of the Parties, leasing of DS1 facilities from CLEC as described in Section 3.6; or

d) Leasing facilities from third parties' collocated in CLEC's space as described in Section 3.4.6.

3.4.2 Where AT&T 4-STATE has and or chooses a Space License in the LEC Access Equipment Room in CLEC's Switch Center, AT&T 4-STATE may transport Local Traffic and IntraLATA Toll Traffic to the designated POI in CLEC's Switches by using its self-provided facilities that are terminated in AT&T 4-STATE' equipment located in the LEC Access Equipment Room in CLEC's Switch Center used to provide Total Service Access for CLEC or in CLEC provided equipment (when both CLEC and AT&T 4-STATE are located in the same building).

3.4.2.1 A Space License will be furnished by CLEC under the same terms and conditions that it is provided today to AT&T 4-STATE for total service access terminal equipment. However, since these terms and conditions may vary from CLEC Switch Center to CLEC Switch Center, CLEC agrees that the terms and conditions described in Schedule 3.1 of the Agreement will apply. CLEC agrees to provide such Space License on a non-discriminatory basis in accordance with the requirements of Section 3.2.6 of the Agreement and Section 202(a) of the Act.

3.4.2.2 In order to accommodate this method of Interconnection, AT&T 4-STATE may utilize existing equipment installed for the purposes of providing total service access for CLEC's use or place additional equipment in the space.

3.4.2.3 AT&T 4-STATE will interconnect with CLEC at each CLEC Switch Center in the LATA from each AT&T 4-STATE Tandem Switch Center at which CLEC elects to interconnect with AT&T 4-STATE. In those LATAs where CLEC does not a have a Switch or where CLEC has customers served by a Switch in another LATA, CLEC will designate a POI in the LATA where AT&T 4-STATE will interconnect with CLEC. Any transport of traffic beyond that POI will be CLEC's responsibility and at CLEC's cost. If CLEC has more than one local switch in the same building, the interconnection POI for all switches may be located in the same physical space.

3.4.2.4 AT&T 4-STATEMIDWEST must Interconnect with CLEC at a DS1 bandwidth. CLEC may allow Interconnection at other bandwidths where technically feasible and mutually agreeable at termination charges to be agreed upon by the Parties. DS1 Collocation Termination charges apply for the use of space provided for terminating Local Traffic and IntraLATA Toll Traffic as specified in the Pricing Schedule. If the facility is terminated to CLEC at a DS3 level, AT&T 4-STATE MIDWEST must purchase 28 DS1 Collocation Termination charges and DS3 to DS1 multiplexing from CLEC.

3.4.3 Intra-building Interconnection – where both Parties have constructed broadband facilities into a building (*e.g.*, a commercial building that is not a telephone central office or a telephone central office condominium arrangement,) and agree to establish a POI at such location. Such arrangements will be subject to mutual agreement by both parties.

3.4.4 Fiber Meet Interconnection as described in Section 3.8.

3.4.5 Leased Facility Interconnection. Where facilities exist, either Party may lease facilities from the other Party as defined in Section 3.5 of this Article.

3.4.6 Third Party Facilities – Where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

3.4.7 Any other technically feasible Interconnection method which is consistent with the Act.

3.5 Leasing of Facilities – Both Parties.

3.5.1 AT&T 4-STATE offers leased facilities from the applicable Access Tariff.

3.5.2 Leasing of facilities from either Party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.

3.5.3 In addition, either Party may lease facilities from the other Party upon mutual agreement. Leased facilities may be used as: (i) a permanent method of Interconnection, or (ii) an interim method of Interconnection if either Party does not have sufficient capacity on its transport equipment.

3.6 AT&T 4-STATE Leasing of Facilities from CLEC.

3.6.1 Where AT&T 4-STATE chooses to lease facilities from CLEC as the method of Interconnection, AT&T 4-STATE will transport traffic to the designated POI in CLEC's Switch Centers by using DS1 facilities furnished by CLEC. Such facilities will be used by AT&T 4-STATEMIDWEST solely for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in AT&T 4-STATE network for termination on CLEC's local network. The POI will be established pursuant to the requirements of Section 3.2.

3.6.1.1 If AT&T 4-STATE requests to lease CLEC provided facilities, CLEC will determine the availability of DS1 transport capacity between AT&T 4-STATE and CLEC in order to fulfill the Interconnection access request. If capacity is available,

CLEC will notify AT&T 4-STATEMIDWEST and provide Connecting Facility Assignments (CFA). If DS1 capacity is not available from CLEC provided facilities, CLEC will notify AT&T 4-STATE that CLEC will not fulfill the Interconnection access request. CLEC will have no obligation to add facilities to meet AT&T 4-STATE request.

3.6.1.2 If AT&T 4-STATE leases facilities from CLEC, such facilities will be provided pursuant to CLEC's standard terms and conditions for that service, except that the rates specified in the Pricing Schedule shall supersede the corresponding rates in such standard terms and conditions.

3.6.1.3 The standard interval for CLEC provided facilities is thirty-three (33) Business Days from the date of receipt of AT&T 4-STATE ASR. However, the initial request for Interconnection at an CLEC Switch Center will be regarded as a project and therefore require negotiated intervals on an individual case basis.

3.6.2 Where AT&T 4-STATE elects to Interconnect with CLEC using the method described in Section 3.4.2 and does not have sufficient capacity on its transport equipment in the LEC Access Equipment Room in CLEC's Switch Center to meet the Interconnection traffic requirements, AT&T 4-STATE may use facilities leased from CLEC. CLEC will provide AT&T 4-STATE ninety (90) calendar days prior notice of its intent to begin accepting incoming traffic from AT&T 4-STATE. Interim facilities leased from CLEC will be provided by CLEC pursuant to the requirements of Section 3.6.1, subject to the following:

3.6.2.1 If AT&T 4-STATE elects to use CLEC provided DS1 facilities for an interim period, AT&T 4-STATE will pay CLEC the non-recurring charge and the monthly recurring charge for these facilities, subject to the discount described below.

3.6.2.2 No discounts shall apply if the additional equipment that AT&T 4-STATE must install can be added to existing bays in the space.

3.6.2.3 If AT&T 4-STATE elects the addition of a new bay to complete Interconnection via a Space License, and CLEC gives AT&T 4-STATE less than ninety (90) calendar days advance notice of its intention to accept incoming traffic, the DS1 rate will be reduced by one sixtieth (1/60) of the monthly recurring charge for each day less than such ninety (90) calendar days of the notification of intent to accept incoming traffic. The discounted rate will only be applicable for a period of no longer than one hundred and fifty (150) calendar days from the date CLEC informed AT&T 4-STATE of its intention to accept incoming traffic. At the one hundred and fifty first (151st) calendar day, the discounts will no longer apply. AT&T 4-STATE may use these facilities as a permanent method of Interconnection or to transition to physical a Space License as a method of Interconnection. If AT&T 4-STATE opts to transition to a Space License facilities, CLEC will waive additional non-recurring charges. If AT&T 4-STATEMIDWEST elects to keep

leased facilities as a permanent method of Interconnection, CLEC will bill AT&T 4-STATE for, and AT&T 4-STATE will repay, the discounts that were applied in the interim period.

3.7 CLEC Leasing of Facilities from AT&T.

3.7.1 CLEC will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.

3.7.2 Any request by CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered by AT&T 4-STATE under the Bona Fide Request (**"BFR"**) Process set forth in Schedule 2.2 of the Agreement.

3.8 Fiber-Meet.

3.8.1 Fiber Meet Interconnection between AT&T 4-STATE and CLEC can occur at any mutually agreeable and technically feasible point between CLEC's premises and an AT&T 4-STATE Tandem or End Office within each LATA.

3.8.2 Where the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single point to point linear chain Synchronous Optical Network ("SONET") transmission system.

3.8.3 The Parties shall, solely at their own expense, procure, install and maintain the agreed-upon Fiber Optic Terminal (**"FOT"**) equipment, multiplexing and fiber in each of their locations where the Parties establish a Fiber Meet for the purposes of interconnection, in capacity sufficient to provision and maintain all local and local/intralata toll trunk groups prescribed by Articles 3 and 4.

3.8.4 There are currently four basic Fiber Meet design options. They are:

3.8.4.1 Design One: CLEC's fiber cable (four fibers) and AT&T 4-STATE's fiber cable (four fibers) are connected at a technically feasible point between CLEC and AT&T 4-STATE locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross-connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

3.8.4.2 Design Two: CLEC will provide fiber cable to the last entrance (or AT&T 4-STATE designated) manhole at the AT&T 4-STATE Tandem or End Office switch. AT&T 4-STATE shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Optical Fire Resistant ("OFR") cable for AT&T 4-STATE to pull the fiber cable through the AT&T 4-STATE cable vault and terminate on the AT&T 4-STATE fiber distribution frame ("FDF") in AT&T 4-STATE office. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T 4-STATE shall take the fiber from the manhole and terminate it inside AT&T 4-STATE' office on the FDF at AT&T 4-STATE's expense. In this case the POI shall be at the AT&T 4-STATE designated manhole location.

3.8.4.3 Design Three: AT&T 4-STATE will provide fiber cable to the last entrance (or CLEC designated) manhole at CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable AT&T 4-STATE to deliver fiber optic facilities into that manhole. AT&T 4-STATE will provide a sufficient length of Optical Fire Resistant ("OFR") cable for CLEC to run the fiber cable from the manhole and terminate on CLEC fiber distribution frame ("FDF") in CLEC's location. AT&T 4-STATE shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. In this case the POI shall be at CLEC designated manhole location.

3.8.4.4 Design Four: Both CLEC and AT&T 4-STATE each 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 4-STATE will provide the fibers associated with the "working" side of the system. CLEC 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 4-STATE location.

3.8.5 Other design options that are technically feasible and consistent with the Act may be used by the Parties and implemented as mutually agreed to by the Parties.

3.8.6 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Switch Center through a point separate from that through which such Party's own fiber exited.

3.8.7 For Fiber-Meet arrangements, each Party will be responsible for: (i) providing its own transport facilities to the Fiber-Meet, and (ii) the cost to build-out its facilities to such Fiber-Meet.

3.8.8 Neither Party will be allowed to access the Data Communications Channel (**"DCC"**) of the other Party's Fiber Optic Terminal (**"FOT"**) equipment. 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.

3.8.9 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above.

3.8.10 CLEC and AT&T 4-STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities.

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3.10 Interconnection in Additional LATAs.

3.10.1 If CLEC determines to offer Telephone Exchange Service within AT&T 4-STATE's service areas in any additional LATA, CLEC shall provide written notice to AT&T 4-STATE of its need to establish Interconnection POI(s) within such LATA pursuant to this Agreement.

3.10.2 The notice provided in Section 3.10.1 shall include for each LATA a Network Information Sheet-NIS (See CLEC to AT&T NETWORK INFORMATION SHEET Attachment # 1) and a Forecast. For a joint planning meeting to be convened, the NIS will be filled out with the following minimum information: (i) Roman Numeral I, Items 1, 2, and 5 completely filled out, and (ii) a non-binding forecast of CLEC's trunking requirements.

3.10.3 Unless otherwise agreed by the Parties, the Parties shall designate the CLEC Switch Center CLEC has identified as its initial Routing Point in the LATA as the ATIWC in

that LATA and shall designate the AT&T 4-STATE Tandem(s) Office Wire Center within the LATA nearest to the ATIWC (as measured in airline miles utilizing the V&H coordinates method) as the AT&T 4-STATE Interconnection Wire Center AIWC in that LATA.

3.10.4 The Interconnection Activation Date in each new LATA shall be mutually established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the average interval to establish Interconnection via Collocation or Fiber-Meet is one hundred and fifty (150) calendar days. Unless otherwise agreed to by the Parties, the interconnection Activation Date in each new LATA or each new Interconnection Point within a LATA shall be the earlier of: (1) the date mutually agreed by the Parties which time shall be reasonably related to the actual time needed for activation, (2) the date that is a maximum of one-hundred and fifty (150) calendar days after the date on which CLEC delivered notice to AT&T 4-STATE pursuant to Section 3.10.1. The Parties acknowledge that circumstances may affect their ability to activate the interconnection within the 150 day period. Either Party may request that the 150 day period be expanded by giving notice to the other Party of a circumstance requiring expansion. Upon receipt of such notice, the Parties agree to meet and agree upon a modified activation due date. Within ten (10) business days of AT&T 4-STATE's receipt of CLEC's notice, AT&T 4-STATE and CLEC shall confirm the AT&T 4-STATE Interconnection Wire Center, the CLEC Interconnection Wire Center and the Interconnection Activation Date by mutually agreeing to a Trunk Plan.

3.11 Additional Interconnection in Existing LATAs. If CLEC deploys additional switches in a LATA after the Effective Date, or otherwise wishes to establish Interconnection with additional AT&T 4-STATE Tandem Switches, CLEC shall be entitled, upon written notice thereof to AT&T 4-STATE, to establish such Interconnection, and the terms and conditions of this Agreement shall apply to such Interconnection. If AT&T 4-STATE deploys additional switches in a LATA after the Effective Date, or otherwise wishes to establish Interconnection with additional CLEC Switch Centers, AT&T 4-STATE shall be entitled, upon written notice thereof to CLEC, to establish such Interconnection, and the terms and conditions of this Agreement shall apply to such Interconnection. If AT&T 4-STATE establishes an additional Tandem Switch or CLEC establishes an additional Switch Center in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections relating to Tandem Switches or Switch Centers that serve the other Party's Customers within the Exchange Areas served by such Tandem Switches or Switch Centers, as the case may be.

3.12 Nondiscriminatory Interconnection. Interconnection shall be equal in quality as provided in Section 251 (c)(2)(C) of the Act and on rates, terms and conditions consistent with Section 251(c)(2)(D) of the Act. If CLEC requests an Interconnection

that is of a different quality than that provided by AT&T 4-STATE to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

3.13 Network Management.

3.13.1 CLEC and AT&T 4-STATE shall work cooperatively to install and maintain a reliable network. CLEC and AT&T 4-STATE 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.

3.13.2 CLEC and AT&T 4-STATE shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion. Routing of the respective Networks should be based on the routing outlined within the LERG, when technically feasible.

3.13.3 CLEC and AT&T 4-STATE shall participate in a joint engineering review of Trunk Usage Report data every six (6) months to identify changes needed in the trunking that exists between CLEC Switch Centers and AT&T 4-STATE Tandem Switches with the objectives of, (1) minimizing blocking, (2) optimizing trunk utilization, (3) identifying low trunk utilization, (4) identifying modifications to the existing trunk network to improve trunking efficiency.

3.13.4 Either Party may use protective network traffic management controls such as 7-digit 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. CLEC and AT&T 4-STATE will immediately notify each other of any protective control action planned or executed.

3.13.5 Where the capability exists, originating or terminating traffic reroutes 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.

3.13.6 CLEC and AT&T 4-STATE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

3.13.7 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay

encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.

3.14 911 Service.

3.14.1 911 Arrangements are arrangements for routing 911 calls from CLEC Customers to the appropriate Public Safety Answering Point (**"PSAP"**), passing certain customer information for display at the PSAP answering station based on the class of 911 service (Basic 911 or E911) deployed in the area. AT&T 4-STATE shall provide 911 Arrangements to CLEC as described in this Section 3.14 in each exchange in which: (i) CLEC is authorized to provide local exchange services, and (ii) AT&T 4-STATE is the 911 service provider. The provisions in this Section 3.14 apply only to 911 Arrangements provided as Ancillary Functions. 911 functionality for Unbundled Network Element Combinations and for Local Service Resale shall be governed by provisions in Article 9 (Access to Unbundled Network Elements) and Article 10 (Resale at Wholesale Rates) of this Agreement. In providing 911 Arrangements to CLEC, AT&T 4-STATE shall comply with all laws, rules and regulations concerning emergency services.

3.14.2 Service and Facilities Provided.

(a) AT&T 4-STATE will provide CLEC with multiplexing at a designated AT&T 4-STATE Central Office at the rates set forth in the Pricing Schedule and pursuant to the terms and conditions in applicable tariffs. AT&T 4-STATE will also provide CLEC upon request with dedicated trunking from the AT&T 4-STATE Central Office to the designated AT&T 4-STATE Control Office(s) with sufficient capacity to route CLEC's originating 911 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Trunks shall be established as CAMA MF trunks until SS7 connectivity is required by the applicable jurisdiction. Thereafter, trunks shall be established with SS7 signaling and both parties will cooperate to implement CCIS trunking. Such trunking will be provided at the rates set forth in the Pricing Schedule or applicable state tariff. If CLEC forwards the ANI information of the calling party to the Control Office, AT&T 4-STATE will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by CLEC, AT&T 4-STATE will display a Central Office identification code for display at the PSAP.

(b) CLEC will provide a minimum of two (2) one-way outgoing channels per diverse path to route originating 911 traffic from CLEC's End Office(s) to the AT&T 4-STATE 911 Control Office(s). The points of Interconnection for primary and diverse routes are identified at Section 3.14.5. CLEC may, at its option, acquire such trunking from AT&T 4-STATE at rates, terms and conditions provided in AT&T 4-STATE's tariffed DS1 rates.

(c) AT&T 4-STATE shall assure sufficient capacity at the 911 tandem or selective router to meet CLEC's requests for interconnection within twenty (20) business days after receipt of the request. When AT&T 4-STATE network force and load conditions require a longer implementation timeframe, AT&T 4-STATE will notify CLEC within five (5) business days after receipt of the request and the timeframe will be agreed upon. Interconnection to the 911 tandem shall be established to provide path and route diversity when technically feasible.

(d) AT&T 4-STATE shall provide the following information to CLEC, and shall promptly notify CLEC of any changes:

(1) AT&T 4-STATE processes and requirements for ordering trunks for 911 service and interconnection to the 911 tandem or selective router.

(2) Trunk group specifications.

(3) E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.

(4) Description of AT&T 4-STATE's diversity for facility routing, where technically feasible.

(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.

(6) For AT&T 4-STATE only, the AT&T 4-STATE Trunk Group Design Guide (**"TGDG"**) will be provide to CLEC. The TGDG will provide specific information on AT&T 4-STATE Selective Routers for each rate center/NPA-NXX to assist CLEC in designing its 911 trunk groups.

(7) Lists of rate centers in which DMS Management and selective routing for E911 calls is provided by different entities for different portions of the same rate center. This information may be incorporated into the AT&T 4-STATE TGDG.

(8) ALI interface information and access to the DMS sufficient, when combined with other Unbundled Network Elements, to allow CLEC to provide services to its own End Users equivalent to the ALI services provided by AT&T 4-STATE for its End Users.

(e) AT&T 4-STATE shall route E911 calls delivered by CLEC to AT&T 4-STATE's 911 tandems or selective routers to PSAPs. AT&T 4-STATEshall

provide to the PSAPs and validate CLEC Customer information from the ALI/ANI database.

(f) AT&T 4-STATE will provide to CLEC a complete copy of the Master Street Address Guide (**"MSAG"**) that will specify valid address ranges for Customers within the Exchange Areas served by CLEC. The MSAG will be provided in a media and format usable with personal computers, free of charge, once each year, and AT&T 4-STATE shall provide electronic updates monthly. AT&T 4-STATE shall cooperate with CLEC to ensure the accuracy of information about CLEC Customers in the MSAG and shall assist in resolving any errors. AT&T 4-STATE shall notify PSAPs of any errors in the MSAG concerning CLEC Customers. The MSAG will be provided by exchange rate center or community upon request.

(g) AT&T 4-STATE will coordinate access to the AT&T 4-STATE ALI database for the initial loading and updating of CLEC Customer information. Access coordination will include:

(1) AT&T 4-STATE provided format requirements and a delivery address for CLEC 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 4-STATE shall confirm receipt of this data as described in Section 3.14.2(n);

(2) Coordination of error resolution involving entry and update activity;

(3) Provisioning of specific 911 routing information on each access line;

(4) Providing CLEC with reference data required to ensure that CLEC's Customer will be routed to the correct Control Office when originating a 911 call.

(h) AT&T 4-STATE shall provide an electronic interface to the ALI/DMS database, through which CLEC or its agent may provide a daily update of CLEC Customer Information. AT&T 4-STATE shall provide CLEC with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). AT&T 4-STATE shall provide error reports from the ALI/DMS database to CLEC within one (1) business day after CLEC or its agent enters information into the ALI/DMS database.

(i) If an electronic interface to the ALI/DMS database is not available, AT&T 4-STATE shall establish interim processes and procedures to receive and process CLEC Customer information within one (1) business day.

(j) AT&T 4-STATE shall provide CLEC query access to the ALI/DMS database to verify the accuracy of CLEC Customer information.

(k) CLEC shall pay AT&T 4-STATE charges as set forth in the Pricing Schedule or in the applicable state tariff in states where 911 tariffs exist.

(l) In the event of an AT&T 4-STATE or CLEC 911 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 the 911 Service between the Parties.

(m) AT&T 4-STATE will provide the order number and circuit identification code in advance of the service due date.

(n) CLEC or its third party agent will provide Automatic Location Identification (ALI) data to AT&T 4-STATEfor use in entering the data into the 911 database. The initial ALI data will be provided to AT&T 4-STATE in a format prescribed by AT&T 4-STATE. CLEC is responsible for providing AT&T 4-STATE updates to the ALI data and error corrections which may occur during the entry of ALI data to the AT&T 4-STATE 911 Database System. CLEC shall reimburse AT&T 4-STATE for any additional database charges incurred by AT&T 4-STATE for errors in ALI data updates caused by CLEC or its third party agent. AT&T 4-STATE will confirm receipt of such data and corrections by the next Business Day by providing CLEC with a report of the number of items sent, the number of items entered correctly, and the number of errors.

(o) CLEC will monitor the 911 circuits for the purpose of determining originating network traffic volumes. CLEC will notify AT&T 4-STATE if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes.

(p) Incoming trunks for 911 shall be engineered to assure minimum P.01 grade of service as measured using the “busy day/busy hour” criteria.

3.14.3 Compensation. In addition to the amounts specified in Section 3.14.2, CLEC shall compensate AT&T 4-STATE as set forth in the Pricing Schedule or based upon tariff pricing in States where 911 tariffs have been filed.

3.14.4 Additional Limitations of Liability Applicable to E911/911 Service.

(a) AT&T 4-STATE is not liable for the accuracy and content of ALI data that CLEC delivers to AT&T 4-STATE. CLEC is responsible for maintaining the accuracy and content of that data as delivered.

3.14.5 911 Interconnection for Primary and Diverse Routes. CLEC's point of Interconnection for E911/911 Service can be at the AT&T 4-STATE Central Office, a Collocation point, or via a facility provisioned directly to the AT&T 4-STATE 911 Selective Router. CLEC shall pay tariff charges for Diverse routes. CLEC will be responsible for determining the proper quantity of trunks from its End Office(s) to the AT&T 4-STATE Central Office(s). Trunks between the AT&T 4-STATE Central Office and the AT&T 4-STATE Control Office shall be delivered by AT&T 4-STATE within twenty (20) business days after receipt of the request. When AT&T 4-STATE network force and load conditions require a longer implementation timeframe, AT&T 4-STATEMIDWEST will notify CLEC within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, CLEC and AT&T 4-STATE will cooperate to promptly test all transport facilities between CLEC's network and the AT&T 4-STATE Control Office to assure proper functioning of the 911 service. CLEC will not turn-up live 911 traffic until successful testing is completed by both parties.

3.14.6 AT&T 4-STATE will not be responsible for submitting any applicable 911 surcharges to be assessed to the appropriate municipality where CLEC provides facility based local exchange service.

3.14.7 CLEC will be responsible for providing a separate 911 trunk group for each rate center, county or geographic area that it 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, CLEC shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. CLEC is responsible for requesting facilities routed diversely for 911 interconnection.

3.14.8 CLEC will be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AT&T 4-STATE 911 Selective Router Office(s).

3.14.9 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route calls from its End Users to the proper E911 SR.

3.14.10 CLEC will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (e.g. collocation).

AT&T 4-STATE will be responsible for the coordination and restoration of all 911-network maintenance problems beyond the demarcation (e.g. collocation). CLEC is responsible for advising AT&T 4-STATE of the circuit identification when notifying AT&T 4-STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T 4-STATE will refer network trouble to CLEC if no defect is found in AT&T 4-STATE's network. The Parties agree that 911-network problem resolution will be managed in an expeditious manner at all times.

3.14.11 Once E911 trunking has been established and tested between CLEC's End Office and appropriate SR, CLEC or its representatives shall be responsible for providing CLEC database records to AT&T 4-STATE for inclusion in AT&T 4-STATE's DBMS on a timely basis. AT&T 4-STATE and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC End Users.

3.14.12 CLEC or its third party agent shall provide initial and ongoing updates of customer 911 records (i.e., telephone numbers, addresses, etc.) in electronic format based upon established NENA industry standards.

3.14.13 CLEC shall adopt use of a Company ID in accordance with NENA standards on all CLEC database records. The Company ID will be used to identify the carrier of record in facility configurations. CLEC data shall be validated against the MSAG via the DBMS.

3.14.14 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new NPA/NXXs.

ARTICLE 4
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

4.1 Scope of Traffic. Article 4 prescribes parameters for trunk groups (the **"Local/IntraLATA Trunks"**) to be effected over the Interconnections specified in Article 3 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

4.3 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

4.3.1 Each Party shall provision and maintain its own one (1)-way trunks to deliver calls originating on its own network and routed to the other Party's network. Each Party will be responsible (including financially) for providing all of the facilities and engineering on its respective side of each point of interconnection ("POI") except as set forth in Section 4.3.2 below. CLEC must establish one or more POI(s) within the operating territory in the LATA where AT&T operates as an incumbent LEC, and such POI(s) must be used by CLEC to originate CLEC Local/IntraLATA traffic in such LATA. AT&T shall deliver its originating traffic to CLEC at CLEC's switch or such other mutually agreeable POI(s) and such switch or POI(s), whichever is applicable, must be within the LATA and within AT&T 4-STATE's operating territory where the traffic originates.

4.3.2 In a one (1) way trunking architecture, each Party originating Local/IntraLATA traffic ("Originating Party") shall compensate the Party terminating such traffic ("Terminating Party") for any transport that is used to carry such Originating Party's Local/IntraLATA traffic between the POI and the Terminating Party's switch serving the terminating end user or its designated Point of Presence ("POP").

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4.3.4 A one-way trunk group for ancillary services (e.g. OS/DA, mass calling, 911) can be established between an CLEC Switch Center and an AT&T 4-STATE Tandem. These trunk groups will utilize Signaling System 7 ("SS7") or multi-frequency ("MF") signaling protocol. SS7 signaling is the preferred protocol with the exception of Mass calling choke trunks that will utilize MF signaling. CLEC will have administrative control of all one-way trunk groups from CLEC to AT&T 4-STATE.

4.3.5 Notwithstanding anything to the contrary contained in this Article 4, if CLEC originated traffic volumes on a one-way tandem trunk group exceeds the CCS busy hour equivalent of one (1) DS1 for 3 consecutive months to a certain AT&T 4-STATE end office, CLEC shall, within sixty (60) days after such occurrence, establish a new direct trunk group for such originating traffic to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan. Upon request, AT&T 4-STATE will provide a DS-1 facility between an CLEC POI at an AT&T 4-STATE wire center and the applicable AT&T 4-STATE End Office(s) for CLEC's use in establishing the new direct trunk groups(s). AT&T 4-STATE will charge CLEC the AT&T 4-STATE's UNE DS-1 Interoffice Mileage Fixed and Per Mile rates listed in the Pricing Schedule for such DS-1 facility(ies). Also, should one Party choose to segregate onto a direct end office trunk group traffic that is equal to or greater than 500 busy hour CCS level, the other Party shall accept such trunk group. Should one Party choose to segregate onto a direct end office trunk group traffic that is less than a 500 busy hour CCS level, the other Party shall not unreasonably reject such trunk group.

4.3.6 Only those valid NXX codes served by an End Office or Tandem may be accessed through a direct connection to that End Office or Tandem.

4.3.7 Each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks for use in a pre-existing Interconnection arrangement.

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4.3.9 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party or will initiate a joint planning discussion:

4.3.9.1 Within twenty (20) business days after receipt of the TGSR, or

4.3.9.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process, the intervals used for the provisioning process will be the same as those used for AT&T 4-STATE's Switched Access service.

4.3.10 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (**"ASR"**). CLEC will have administrative control for the purpose of issuing ASR's on all two-way trunk groups. In AT&T 4-STATE where one-way trunks are used (as discussed in Section 4.3.1), AT&T 4-STATE will issue ASRs for trunk groups for traffic that originates in AT&T 4-STATE and terminates to CLEC. CLEC will issue ASRs for trunk groups for traffic that originates in CLEC and terminates to AT&T 4-STATE.

The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

4.3.11 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send 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 developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (**"ATIS"**) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR.

4.3.12 In a blocking final situation, a TGSR will be issued by either Party when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR. The Party issuing the ASR will note "Service Affecting" on the ASR.

4.3.13 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. Those situations where underutilization of interconnection trunks and facilities exists will be handled in the following manner:

4.3.13.1 If a trunk group is under seventy five percent (75%) of CCS capacity on a monthly average basis, for any consecutive one-hundred thirty five (135) day period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty five percent (25%) excess capacity. The Parties will work cooperatively to resize underutilized trunk groups that have met the above criteria. In all cases grade of service objectives shall be maintained.

4.3.13.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

4.3.13.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

4.3.13.4 If AT&T 4-STATE does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day

period, AT&T 4-STATE will contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational and after appropriate escalation under Section 1.9.3 of Article 1, then AT&T 4-STATE will invoke the formal Dispute Resolution procedures as outlined in Section 1.9.5 of Article 1.

4.3.14 Projects require the coordination and execution of multiple orders or related activities under single or multiple orders between and among AT&T 4-STATE and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements. Implementation of orders that comprise a Project, i.e., greater than four (4) DS-1s, shall be jointly planned and coordinated. Notwithstanding the preceding provision, the Parties agree that AT&T 4-STATE's daily turn-up commitment is up to 6 DS-1s per day.

4.3.15 Due dates for the installation of Local Interconnection Trunks covered by this Article shall be based on each of the AT&T 4-STATE's intrastate Switched Access intervals. If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection service arrangement trunk(s) by the due date, CLEC will provide AT&T 4-STATE with a requested revised service due date that is no more than forty-five (45) calendar days beyond the original service due date. If CLEC requests a service due date change that exceeds the allowable service due date change period, the ASR must be canceled by CLEC. Should CLEC fail to cancel such ASR within ten (10) business days after notice to the Party specified in Section 1.9.3 of Article 1, AT&T 4-STATE shall treat that ASR as though it had been canceled.

4.3.16 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least five (5) business days to be utilized for engineering purposes, although with less statistical confidence.

4.3.17 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks

per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

4.3.18 In a one-way trunking architecture, if CLEC's originating transit traffic volumes exchanged between CLEC and a third-party carrier for three consecutive months exceed one (1) DS-1, CLEC will, within thirty (30) days, request and make commercially reasonable efforts to enter into agreements with third-party carriers to connect directly. In a two-way trunking architecture, if the collective traffic exchanged between CLEC and a third-party carrier for three consecutive months exceed one (1) DS-1, CLEC will, within thirty (30) days, request and make commercially reasonable efforts to enter into agreements with third-party carriers to connect directly.

4.3.18.1 For the avoidance of any doubt, the provisions of this Section shall not restrict any right that CLEC has under Applicable Law to access to unbundled Network Elements to exchange traffic with third-party carriers.

4.4 Grades of Service

4.4.1 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information (**"OLI"**). For terminating FGD, AT&T 4-STATE 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 CLEC 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.

4.5 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with this Agreement and the trunking plans agreed to by the Parties.

4.6 Trunk Design Blocking Criteria. Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in **Table 1**, below. 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*
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%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

ARTICLE 5
TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

5.1 Scope of Traffic. Article 5 prescribes parameters for certain trunk groups (**"Access Toll Connecting Trunks"**) to be established over the Interconnections specified in Article 3 for the transmission and routing of Exchange Access traffic and 8YY traffic between CLEC Telephone Exchange Service Customers and Interexchange Carriers.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 CLEC shall establish Access Toll Connecting Trunks in GR-394-Core format by which it will provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to CLEC's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of (Feature Group B and D) Exchange Access and 800/888 traffic to allow each Party's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to the other Party's access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that CLEC utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch AT&T 4-STATE utilizes to provide Exchange Access in such LATA. The Access Toll Connecting Trunks may, at CLEC's election, be 64 Kb Clear Channel trunks or 56Kb trunks. The parties agree that this Agreement does not limit CLEC from requesting other bandwidth levels or trunking parameters and AT&T 4-STATE agrees that its acceptance of such a request will not be unreasonably withheld.

5.2.4 In each LATA where the parties are interconnected, each CLEC Switch Center in that LATA shall subtend an AT&T 4-STATE access Tandem in that LATA.

5.2.5 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

5.3 8YY Interconnection

5.3.1 Trunk Ordering and Provisioning.

5.3.1.1 CLEC may order from AT&T 4-STATE and AT&T 4-STATE shall provide the trunking arrangements described in this Section 5.3 so that CLEC's customers may

place outbound 8YY calls (i.e., 800, 888, 877 etc. prefix calls) to carriers other than CLEC and multi-carrier 8YY calls.

5.3.1.2 CLEC may order from AT&T 4-STATE and AT&T 4-STATE shall provision, separate 64 Kb Clear Channel trunk groups and will be in addition to any existing trunk groups currently in place between the Parties. All trunk groups shall be designated TCT groups.

5.3.1.3 CLEC and AT&T 4-STATE agree that CLEC may serve any CLEC customer using any CLEC Switch Center, including a CLEC Switch Center that is not physically located in the LATA where the CLEC customer and the AT&T 4-STATE Tandem are located.

5.3.2 Intentionally left blank.

5.3.3 8YY Interconnection Arrangement.

5.3.3.1 Under 8YY Interconnection Arrangement, CLEC shall submit and AT&T 4-STATE shall accept an ASR for trunk groups necessary for the transmission and routing of translated (i.e., "dipped") 8YY traffic to AT&T 4-STATE from a CLEC or CLEC affiliate Switch Center (such as an 5ESS® or equivalent switch) that will perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database.

5.3.3.2 If the CLEC Switch is located in the same LATA as the serving AT&T 4-STATE Tandem, the existing two-way TCT trunk group will connect the CLEC Switch to the serving AT&T 4-STATE Tandem, or, in the case of a new interconnection, the two-way TCT trunks provisioned during the initial network turn-up would be used.

5.3.3.3 If the CLEC Switch Center performing Switching Service Point functions and queries to an Industry Toll-Free Database is not located in the same LATA as the serving AT&T 4-STATE Tandem, the TCT trunk group shall be provisioned from a POI in the LATA in which both the originating CLEC customer and the serving AT&T 4-STATE Tandem are located.

5.3.3.4 AT&T 4-STATE and CLEC agree to jointly engineer the 8YY Interconnection Arrangement trunk groups to be used solely for the transmission and routing of either Local Traffic or Exchange Access traffic (both of which includes translated 8YY traffic) to allow CLEC's Customers to connect to or be connected to AT&T 4-STATE' end user customers or the interexchange trunks of any Interexchange Carrier that is connected to an AT&T 4-STATE access Tandem or POI. CLEC added language is for clarity.

5.3.3.5 The 8YY Interconnection Arrangement trunk groups shall be jointly engineered as follows:

(1) CLEC may elect (at its sole discretion) to send its customers' originating non-translated 8YY calls to a CLEC Switch Center that is located outside the LATA in which the CLEC customer is located to perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database. In such case, the Parties will provision one-way trunk groups between a POI in the LATA in which the CLEC customer is located and the AT&T 4-STATE Tandem switch in that LATA to allow these calls to be routed to those interexchange carriers connected to the AT&T 4-STATE Tandem switch.

(2) Alternatively, CLEC may elect (at its sole discretion) to send its customers' non-translated 8YY calls to a CLEC Switch Center that is located within the LATA in which the CLEC customer is located to perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database. In such case, the parties will use the existing two-way 64 Kb TCT trunk groups between the CLEC Switch Center performing the necessary Switching Service Point functions and queries to an Industry Toll-Free Database and the AT&T 4-STATE Tandem to allow these calls to be routed to those interexchange carriers connected to the AT&T 4-STATE Tandem switch.

5.4 InterLATA (Meet Point) Trunk Group.

5.4.1 InterLATA traffic shall be transported between CLEC Switch Center and the AT&T 4-STATE Access or combined local/Access Tandem over a "meet point" trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and inter exchange carriers via a CLEC switch or AT&T 4-STATE Access Tandem, as the case may be.

5.4.2 When AT&T 4-STATE has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to one or more of AT&T 4-STATE Access Tandems according to where CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall home its codes on tandems in the respective states. In all events codes shall be homed on at least one tandem within the LATA. CLEC will work with AT&T tandem planning for NXX homing changes that may change tandem traffic volumes.

5.4.3 Should a tandem reach an exhaust condition such that traffic blocking becomes a possibility, CLEC shall work with AT&T in rehoming codes to help alleviate the exhaust condition.

5.4.4 If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.

5.4.5 AT&T 4-STATE will not block switched access customer traffic delivered to any AT&T 4-STATE Tandem for completion on CLEC's network. AT&T 4-STATE shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. AT&T 4-STATE also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with AT&T 4-STATE' Access Tandem(s).

5.5 Signaling.

5.5.1 The Parties will exchange SS7 signaling messages with one another, where and as available, to handle meet point billing traffic and transit traffic.

5.5.2 The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information (**"OLI"**).

5.5.3 For terminating FGD, each Party will pass any CPN it receives from other carriers.

5.5.4 All privacy indicators will be honored.

5.5.5 Where available, network signaling information such as Transit Network Selection (**"TNS"**) parameter (SS7 environment) will be provided by the Originating Party whenever such information is needed for call routing or billing. Where TNS information has not been provided by the Originating Party, the Tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (**"OBF"**) adopted guidelines pertaining to TNS codes.

5.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group. The Parties will cooperate to establish separate choke trunk groups for the completion of calls such as radio contest lines, etc., unless this is determined to be unnecessary by both parties because they have implemented "Call Gapping" software, or other call control measures. When completing a new interconnection in an existing LATA or a new interconnection in a new LATA, CLEC will establish a MF based choke trunk group if AT&T 4-STATE has a Choke NPA in that LATA.

ARTICLE 6
FRAUD CONTROL, NETWORK SECURITY AND LAW ENFORCEMENT

6.1 Protection of Service and Property.

6.1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this Article, AT&T 4-STATE agrees to take the following reasonable and prudent steps, including but not limited to:

6.1.2 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent AT&T 4-STATE provides this protection to its own facilities. AT&T 4-STATE will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. CLEC employees and authorized agents must display identification required by AT&T 4-STATE.

6.1.3 AT&T 4-STATE will follow mutually agreed upon notification procedures in the event it becomes necessary for a AT&T 4-STATE employee to enter into the exclusive CLEC collocated space.

6.1.4 Each Party will comply at all times with the other Party's, i.e., the Landlord's, security and safety procedures and requirements, including but not limited to sign in and identification requirements while in spaces which house or contain the other Party's equipment or equipment enclosures.

6.1.5 Allowing CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as AT&T 4-STATE has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.

6.1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.

6.1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as AT&T 4-STATE provides to itself.

6.1.8 Limiting the keys used in AT&T 4-STATE's keying systems for cages which contain or house CLEC equipment or equipment enclosures to AT&T 4-STATE's employees or required safety personnel (in compliance with governing building or

fire codes) for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. AT&T 4-STATE will change locks at CLEC's request. The expense will be borne by AT&T 4-STATE where a security breach is known or suspected and the breach is caused by AT&T 4-STATE.

6.1.9 Installing security studs in the hinge plates of doors having exposed hinges with removable pins that lead to spaces or equipment enclosures which house or contain CLEC equipment, provided CLEC has requested the installation of such security studs and has agreed to pay the full expense for such installation.

6.1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures.

6.1.11 Providing notification to designated CLEC personnel to report any actual or attempted security breach involving CLEC's equipment or equipment enclosures as soon as reasonably practicable after AT&T 4-STATE has become aware of such actual or attempted security breach.

6.1.12 Each Party agrees to provide to the other Party its back-up and recovery plan for review and reasonable acceptance by the other Party to be used in the event of a security system failure or emergency.

6.1.13 In the event that Article 12, Physical Collocation, or Virtual Collocation address any matter also covered by this Article, the provisions of Article 12, Physical Collocation, or Virtual Collocation prevail.

6.2 Data and System Protection.

6.2.1 Joint Security Requirements.

6.2.1.1 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.).

6.2.1.2 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, and 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.

6.2.1.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

6.2.1.4 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.

6.2.1.5 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 CLEC or AT&T 4-STATE 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.

6.2.1.6 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.

6.2.2 Additional Responsibilities of Both Parties.

6.2.2.1 Modem/DSU Maintenance And Use Policy. To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T 4-STATE's premises, such maintenance will be provided under terms agreed to by the Parties.

6.2.2.2 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.

6.2.2.3 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.

6.2.2.4 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 to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

6.2.2.5 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.

6.2.2.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T 4-STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T 4-STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

6.2.3 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel.

6.2.3.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. This summary provides a convenient reference 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 CLEC or AT&T 4-STATE, respectively, as the providers of the computer, network or information in question.

6.2.3.2 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 Article. 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.

6.2.4 General Policies.

6.2.4.1 Each Party's resources are for approved business purposes only.

6.2.4.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

6.2.4.3 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.

6.2.4.4 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.

6.2.4.5 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.

6.2.5 User Identification.

6.2.5.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

6.2.5.2 User identification shall be accomplished by the assignment of a unique, permanent userid, and each userid shall have an associated identification number for security purposes.

6.2.5.3 Userids will be revalidated pursuant to each Party's corporate policies.

6.2.6 User Authentication.

6.2.6.1 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.

6.2.6.2 Passwords must not be stored in script files.

6.2.6.3 Passwords must be entered by the user in real time.

6.2.6.4 Passwords must be at least six to eight (6-8) characters in length, not blank or a repeat of the userid; 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.

6.2.6.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).

6.2.6.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.

6.2.6.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

6.2.7 Access and Session Control.

6.2.7.1 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.

6.2.7.2 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.

6.2.8 User Authorization.

6.2.8.1 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 userid is approved for access to the system.

6.2.9 Software and Data Integrity.

6.2.9.1 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.

6.2.9.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

6.2.9.3 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.

6.2.9.4 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.

6.2.10 Monitoring and Audit.

6.2.10.1 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). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (AT&T 4-STATE or CLEC) 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."

6.2.10.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

6.3 Revenue Protection.

6.3.1 AT&T 4-STATE will make available to CLEC all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality to the same extent that AT&T 4-STATE provides such protection to itself. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers. These features may include: (i) disallowance of call forwarding to international locations, (ii) coin originating ANI II digits, (iii) dial tone re-origination patches, (iv) terminating blocking of 800 and (v) 900/976 blocking.

6.3.2 AT&T 4-STATE will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.

6.3.3 AT&T 4-STATE will make a reasonable effort to protect and correct against unauthorized physical attachment, e.g. clip-on fraud, to loop facilities from the Main Distribution Frame up to and including the Network Interface Device.

6.3.4 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

6.3.4.1 In the event of fraud associated with an CLEC End User's account, including 1+ IntraLATA toll, ported numbers and Alternatively Billed Service (ABS), the parties agree that liability should be determined based on the facts related to the incident of fraud. AT&T 4-STATE shall not be liable to CLEC for any fraud associated with CLEC's end user's account including 1+ IntraLATA toll, ported numbers and Alternatively Billed Service (ABS), unless such fraud is determined to have been committed by an employee or other person under the control of AT&T 4-STATE. Alternatively Billed Service ("ABS") is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

6.3.4.2 AT&T 4-STATE shall use the a fraud monitoring system to determine suspected occurrences of ABS-related fraud for CLEC customers, using the same criteria AT&T 4-STATE uses to monitor fraud on its own accounts. As used herein, "Fraud Monitoring System" shall mean "an off-line administration system that monitors suspected occurrences of ABS-related fraud."

6.3.4.2.1 AT&T 4-STATE will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. AT&T 4-STATE will provide these fraud notification messages ("alerts") to CLEC within two (2) hours of the fraud monitoring system alert being generated. Subsequent to CLEC's investigation of thealert, CLEC's Fraud Center will notify AT&T 4-STATE of any action that needs to be taken. AT&T 4-STATE will complete such action as requested by CLEC within two (2) hours of CLEC's request.

6.3.4.2.2 CLEC understands that fraud monitoring system alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action should be taken as a result of a fraud monitoring system alert.

6.3.4.2.3 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.

6.3.4.2.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.

6.3.4.2.5 ABS-related alerts are provided to CLEC at no additional charge.

6.3.4.3 Within six (6) months of approval of this Agreement by the Commission, AT&T 4-STATE will provide CLEC with a direct, near real time, electronic transmission of LIDB requests for Alternatively Billed Services (Collect and/or Billed to Third Party calls billed to CLEC customers) in the same manner AT&T 4-STATE does so for itself.

6.3.5 The Parties agree that CLEC reserves the right to negotiate, as needed, the rates, terms and conditions of a 1+ IntraLATA toll fraud service provided by AT&T 4-STATE.

6.4 Law Enforcement Interface.

6.4.1 AT&T 4-STATE will provide CLEC with a SPOC with whom to interface on a twenty-four (24) hour, seven (7) day a week basis for situations involving immediate threat to life or at the request of law enforcement officials. Court orders authorizing surveillance of CLEC customers provisioned on AT&T 4-STATE facilities (CLEC Local and ALS Type II, as hereinafter defined) shall be served on both CLEC and AT&T 4-STATE. AT&T 4-STATE shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.1.1 As used in this Article, the term ALS Type II shall mean customers connected to the CLEC network through AT&T 4-STATE-owned facilities. ALS Type II customers are located in a building which is connected to an AT&T 4-STATE Central Office by an AT&T 4-STATE-owned cable using customer's premise equipment connected to that cable. At the AT&T 4-STATE Central Office utilizing collocation arrangements, ALS Type II customer's circuit(s) are connected to an CLEC fiber-optic facility which transports traffic to and from an CLEC Central Office.

6.4.2 When the end-user to be tapped, traced, etc. is an CLEC Local or ALS Type II customer provisioned on AT&T 4-STATE facilities, AT&T 4-STATE shall advise the requesting law enforcement agency to name both CLEC and AT&T 4-STATE in the court order and serve both carriers. AT&T 4-STATE shall adhere to all terms of an applicable court order and, unless prohibited by the terms of such applicable court order, notify CLEC directly of the law enforcement agency request

within one (1) business day of receiving the request. AT&T 4-STATE shall provide law enforcement with all necessary assistance, including plant information and access to the local loop, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.3 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.

6.4.4 AT&T 4-STATE and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

6.4.4.1 Intercept Devices. Should either Party receive a court order authorizing surveillance on the other Party's End User, the Party in receipt shall refer such order to the Party that serves the End User. Should a court order pertain to an CLEC Local customer (trap & trace, pen register or wiretap) or an ALS Type II customer (pen register or wiretap), the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. AT&T 4-STATE shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of court orders pertaining to pen registers or wiretaps. Additionally, AT&T 4-STATE shall provision on its equipment trap & trace orders pertaining to CLEC Local customers. As specified in Section 6.4.3, above AT&T 4-STATE may bill the appropriate law enforcement agency for these services under its customary practices. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.4.2 Subpoenas. Should either Party receive a subpoena for subscriber information or billing records concerning the other Party's End User, it shall refer the subpoena back to the issuing authority. The referral shall indicate that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request. Should the subpoena demand AMA records (call dump) for an CLEC Local customer, the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. AT&T 4-STATE shall provide the issuing authority with the requested data. As specified in Section 6.4.3, above AT&T 4-STATE may bill the appropriate law enforcement agency for these services under its customary practices.

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

6.4.5 Annoyance Calls. AT&T 4-STATE agrees to work cooperatively and jointly with CLEC in investigating annoyance/harassing calls to the CLEC customer where AT&T 4-STATE's cooperation, services, unbundled network elements (including operational support systems), facilities or information are needed to resolve the annoyance/harassing call(s) to the CLEC customer. The AT&T 4-STATE Annoyance Call Bureau will handle requests received from CLEC personnel on behalf of CLEC customers. AT&T 4-STATE will provide service to CLEC customers on annoyance/harassing calls that is at parity with the level of service AT&T 4-STATE provides its own customers.

6.4.6 CALEA. Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance for Law Enforcement Act of 1994 **("CALEA")** as amended, including any final orders of the FCC, or final regulations promulgated by the Federal Bureau of Investigation, Department of Justice, or any other federal agency pursuant to CALEA.

6.4.6.1 The Parties agree to work jointly, cooperatively and in good faith to allow each Party to comply with CALEA.

6.4.6.2 Unless otherwise specified, each Party shall bear its own cost of complying with CALEA.

6.4.7 Soft Dial Tone. To the extent required by law and subject to such additional conditions as the Parties may require, AT&T 4-STATE shall provide soft dial tone to CLEC for the use of its customers.

ARTICLE 7
TRANSPORT AND TERMINATION
OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic. As used in this Section 7, Information Services shall mean information provided by a business or a person to the public for money. Typically, the public accesses the service by using a touch-tone telephone and dialing an information provider's number with an area code of 700, 900, or an exchange code of 970 or 976, or similarly used codes. The information is typically selected by the caller through touch tones, delivered using voice processing equipment and transmitted over tariffed telephone lines. For purposes of this Section 7, Information Services does not include ISP-bound traffic.

7.2 CLEC shall block access to these numbers and when CLEC is purchasing the unbundled network elements from AT&T 4-STATE, AT&T 4-STATE shall provide call blocking services, when requested, for any information service call exchanges including but not limited to, 700, 900, 970, 976. These blocking services can be combined in blocking packages or individually, but in any case shall be in parity with what the ILEC provides its end users. CLEC will have no obligation to provide any assistance in the billing or collection of these calls.

7.3 BLV/BLVI Traffic.

7.3.1 CLEC may provide its own Operator Services, including BLV/BLVI or use the Operator Services of AT&T 4-STATE or a third party vendor. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective line side end users. These services are provided in Article 19 (Inward).

7.4 Transit Service

7.4.1 Although AT&T 4-STATE contends that it is not required to provide Transit Service (as defined below) under the Act, AT&T 4-STATE agrees that it shall provide CLEC Transit Service as provided in this Section 7.4.

7.4.2 "Transit Service" means the delivery of certain traffic between CLEC and a third party LEC or CMRS provider by AT&T 4-STATE over the Local/IntraLATA Trunks. Transit Service shall be provided only at AT&T 4-STATE's Tandem Switches, and not at any AT&T 4-STATE End Office. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from CLEC to such third party LEC or CMRS provider, and for AT&T Ohio only: (ii) IntraLATA Toll Traffic originated from such third party LEC and terminated to

CLEC where AT&T 4-STATE carries such traffic pursuant to the Commission's primary toll carrier ("PTC") plan or other similar plan.

7.4.3 The Parties shall compensate each other for Transit Service as follows:

(a) For Local Traffic and IntraLATA Toll Traffic originating from CLEC that is delivered over the Transit Service ("Transit Traffic"):

(1) CLEC shall:

(A) Pay to AT&T 4-STATE a Transit Service charge as agreed upon by the Parties and reflected in the Pricing Schedule; and

(B) When Ameritech provides reasonable notice of the imposition of charges, reimburse AT&T 4-STATE for any reasonable charges, including switched access charges, that a third party LEC or CMRS provider with whom AT&T 4-STATE does not have a Transit Service agreement similar to that set forth in this Section 7.4 imposes or levies on AT&T 4-STATE for delivery or termination of any such Transit Traffic.

(2) AT&T 4-STATE shall remit to CLEC any access charges AT&T 4-STATE receives from such third party LEC or CMRS provider in connection with the delivery of such Transit Traffic.

(b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to CLEC from a third party LEC or CMRS provider: (i) that is not subject to PTC arrangements (regardless of whether AT&T 4-STATE is the PTC), and (ii) AT&T 4-STATE has a transiting arrangement with such third party LEC or CMRS provider which authorizes AT&T 4-STATE to deliver such traffic to CLEC ("Other Party Transit Agreement"), then AT&T 4-STATE shall deliver such Local Traffic and IntraLATA Toll Traffic to CLEC in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not CLEC) shall be responsible to pay AT&T 4-STATE the applicable Transit Service charge.

(c) For AT&T Ohio only: For IntraLATA Toll Traffic that is subject to a PTC arrangement and where AT&T 4-STATE is the PTC, AT&T 4-STATE shall deliver such IntraLATA Toll Traffic to or from CLEC in accordance with the terms and conditions of such PTC arrangement.

7.4.4 AT&T 4-STATE expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability

and billing functions and, to the extent such CCIS and TCAP messages are delivered by the originating third party LEC or CMRS provider, AT&T 4-STATE will deliver such information to the terminating third party LEC or CMRS provider. In all cases, CLEC is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both AT&T 4-STATE and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

ARTICLE 8
INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1 **Operation and Maintenance.** Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection. The parties shall conduct compatibility and cooperative testing, and overflow, call volume and trunk utilization monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection in a manner that is mutually agreeable to the parties. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of Article 12.

8.2 **Installation, Maintenance, Testing and Repair.** The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of Article 32 (Performance Measurements).

ARTICLE 9
ACCESS TO UNBUNDLED NETWORK ELEMENTS – SECTION 251(c)(3)

9.1 Introduction - Access to Unbundled Network Elements. This Article 9, Access to Unbundled Network Elements – Section 251(c)(3), sets forth the terms and conditions pursuant to which AT&T 4-STATE agrees to furnish CLEC with access to Network Elements on an unbundled basis and the terms under which AT&T 4-STATE agrees to provide Combinations of Unbundled Network Elements ("UNE Combinations or Combinations") as more specifically defined in Section 9.3. CLEC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to interconnect with AT&T 4-STATE's network.

9.1.1 AT&T 4-STATE shall provide CLEC nondiscriminatory access to Unbundled Network Elements, upon request, at any technically feasible point on just, reasonable and nondiscriminatory rates, terms and conditions to enable CLEC to provision any telecommunications services within the LATA, including, but not limited to, local exchange and exchange access, in accordance with the federal Telecommunications Act of 1996, applicable FCC orders, rules and regulations and, applicable state statutes, orders, rules and regulations. A "telecommunications service", as used in this Agreement, shall be defined as "the provision or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of information, by means of electromagnetic, including light, transmission with or without benefit of any closed transmission medium, including all instrumentalities, facilities, apparatus, and services (including the collection, storage, forwarding, switching, and delivery of such information) used to provide such transmission and includes access and interconnection arrangements and services."

9.1.2 AT&T 4-STATE shall provide CLEC Unbundled Network Elements in a manner that allows CLEC to combine those network elements to provide a telecommunications service. Unbundled Network Elements are available to CLEC for use in the provision of any telecommunications service within the LATA to CLEC's end users or payphone service providers pursuant to the Telecommunications Act of 1996 and the rules and regulations of the Federal Communications Commission and the rules and regulations of the appropriate State Commission. AT&T 4-STATE shall provide CLEC with Combinations of Unbundled Network Elements that it "ordinarily combines" for itself pursuant to Section 9.3 herein. AT&T 4-STATE shall not place any restrictions or limitations on CLEC's use of Network Elements or Unbundled Network Elements or Combinations of Unbundled Network Elements other than as set forth in this Agreement and other than those restrictions and limitations provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the appropriate State Commission and applicable state laws, rules, orders and regulations. CLEC may not use combinations of network elements to provide exchange access service to a customer unless it provides a "significant amount of local exchange service" to such customer in accordance with the requirements and definitions

contained in Paragraph 22 of the FCC's Supplemental Order Clarification and CC docket no. 96-98, FCC 00-0183.

9.1.3 Certain specific terms and conditions that apply to the Unbundled Network Elements and the Combinations of Unbundled Network Elements AT&T 4-STATE shall provide to CLEC are described herein and in the attached Schedules. Prices for UNEs and combinations are set forth in the attached Pricing Schedule. AT&T 4-STATE shall price each UNE separately, and shall offer each Unbundled Network Element individually, and in Combinations as defined in this Article 9. In no event shall AT&T 4-STATE require CLEC to purchase any Unbundled Network Element in conjunction with any other service or element.

9.1.4 When CLEC replaces any existing service with Network Elements (including Combinations), AT&T 4-STATE shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the services being replaced, except at the request of CLEC.

9.2 Network Elements.

9.2.1 "Network Element" shall mean "a facility or equipment used in the provision of a telecommunications service." "Network Element" shall also include "features, functions, and capabilities that are provided by means of the facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service."

9.2.2 AT&T 4-STATE will permit CLEC to interconnect CLEC's facilities or facilities provided by CLEC, AT&T 4-STATE or third parties with each of AT&T 4-STATE's UNEs or Combinations at any technically feasible point. Any request by CLEC to interconnect at a point not previously established: (i) in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of UNEs and Combinations under the following provisions of this Article 9 and the Schedules attached to this Article 9), or (ii) under any arrangement AT&T 4-STATE may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth in Schedule 2.2, BFR, of this Agreement.

9.2.3 At such time that CLEC provides SBC with an order for a particular Unbundled Network Element or Combination, CLEC may designate any technically feasible network interface that currently exists in the network, including without limitations DS0, DS1 and DS3 interfaces and any other interface described in the applicable Telcordia and any other industry standard technical references. Any such requested network interface shall be provided by SBC, unless SBC provides CLEC, within fifteen (15) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article (General Terms and

Conditions) of this Agreement. Unless otherwise specified, any reference to DS1 in this Article 9 shall mean, at CLEC's option, either DS1 AMI or XDSL facility.

9.2.4 CLEC may use one or more UNEs or Combinations to provide to itself, its affiliates and to CLEC End Users any feature, function, capability or service option that such UNE provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the applicable Telcordia and other industry standard technical references.

9.2.5 For individual network elements or Unbundled Network Elements ordered by CLEC, AT&T 4-STATE shall provide a demarcation point that is agreed to by both parties and if necessary, access to such demarcation point, unless the demarcation point is located on SBC's MDF.

9.2.5.1 Where facilities and equipment are not "available", AT&T 4-STATE shall not be required to provide Unbundled Network Elements. A facility is available if it is located in an area presently served by SBC. This definition of "available" does not require SBC to construct network elements for the sole purpose of unbundling those elements for CLECs.

However, CLEC may request and, to the extent required by law, AT&T 4-STATE shall agree to provide UNEs, through the Bona Fide Request ("BFR") process as set forth in Schedule 2.2, BFR of this Agreement.

9.2.6 Charges for migrating an existing telecommunications service(s) to a combination of Network Elements are priced at total element long-run incremental cost as set forth in the Pricing Schedule. Charges for the conversion of an end user's existing service to Unbundled Network Elements (including Combinations) shall be as set forth in the Pricing Schedule. as per the applicable UNE or UNE Combination. Currently offered UNE combinations are set forth in Table 1 herein. Charges for conversions of combinations not included in Table 1 will be determined as part of the BFR or BFR-OC process, as appropriate.

9.2.7 This section includes the minimum set of Unbundled Network Elements to which AT&T 4-STATE shall provide CLEC access under this Agreement. This minimum set of Unbundled Network Elements is described in detail in the Schedules attached hereto. CLEC and AT&T 4-STATE agree that the Unbundled Network Elements identified in Article 9 and the attached Schedules may not be exclusive. CLEC and AT&T 4-STATE also agree that CLEC may identify and request that AT&T 4-STATE furnish additional or revised unbundled network elements required by applicable federal and/or state laws pursuant to the Bona Fide Request process. Failure to list a network element herein shall not constitute a waiver by CLEC to request a network element identified by the FCC and/or by the Illinois Commerce Commission or Illinois General Assembly.

9.3 Combination of Unbundled Network Elements.

9.3.1 At the request of CLEC, SBC shall provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine those Network Elements to provide a telecommunications service. Subject to the provisions hereof and at the request of CLEC, AT&T 4-STATE shall also provide CLEC with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in AT&T 4-STATE's network, and include those combinations that are actually connected but for which dial tone is not currently being provided. Subject to the provisions hereof, at the request of CLEC, AT&T 4-STATE shall also combine for CLEC any sequence of Unbundled Network Elements that AT&T 4-STATE "ordinarily combines" for itself or its end users. AT&T 4-STATE shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used by AT&T 4-STATE or AT&T 4-STATE's end users where AT&T 4-STATE provides local service. An Unbundled Network Element combination shall not be considered "ordinarily combined", and AT&T 4-STATE will not have an obligation to provide the combination, if: (1) AT&T 4-STATE does not provide services using such a combination of unbundled network elements; (2) where AT&T 4-STATE does provide services using such combinations, such provisioning is extraordinary (i.e., a limited combination of network elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the network element combination contains a network element that the Illinois Commerce Commission does not require AT&T 4-STATE to provide as an unbundled network element.

CLEC may use a Network Elements platform consisting solely of combined Network Elements of AT&T 4-STATE to provide end-to-end telecommunications service for the provision of existing and new local exchange, interexchange that includes local, local toll, and intraLATA toll, and exchange access telecommunications services within the LATA to its end users or payphone service providers without CLEC's provision or use of any other facilities or functionalities.

9.3.1.1 When CLEC orders the UNE-Platform for its end user customers, the combination shall consist of the NID, the loop, local switching, and shared transport. When CLEC end user customers utilize the UNE-Platform, AT&T 4-STATE's signaling and call-related databases may be accessed in order to complete calls dialed by CLEC's end users. Calls dialed by CLEC's UNE-P end user customers may also use AT&T 4-STATE tandem switching and OS and DA. OS and DA may be provided by either AT&T 4-STATE or via customized routing where AT&T 4-STATE routes CLEC's OS and DA traffic to CLEC's OS/DA platform or the OS/DA platform of a third party. Custom routing in this instance is only available per the terms of this agreement.

9.3.1.2 When CLEC requests a network elements platform referred to in Section 9.3.1 above without the need for field work outside of the central office, for an end user that has existing local exchange telecommunications service provided by SBC or by another CLEC through SBC's network elements platform, unless otherwise agreed to by CLEC, SBC shall provide CLEC with the requested network elements platforms with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such migrations to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T 4-STATE shall coordinate it with CLEC's representatives to accomplish this goal. CLEC may order a UNE Platform using a single Local Service Request (LSR). It shall not be necessary for CLEC to collocate in an AT&T 4-STATE central office in order to purchase the UNE-Platform. AT&T 4-STATE shall provide network elements platforms, including the UNE-Platform to CLEC even if CLEC is collocated in the relevant central offices. If Unbundled Local Switching Shared Transport (ULS-ST) is used, AT&T 4-STATE will be responsible for engineering provisioning and maintenance of these components to ensure they support the agreed upon grade of service.

9.3.1.3 Features of the UNE-Platform shall include, but shall not be limited to:

9.3.1.3.1 In accordance with Section 9.2.7.4.4 of Schedule 9.2.7 "inter-office transmission facilities" and 27.14.4 of Article 27 "comprehensive billing", SBC will provide the records to CLEC in an OBF EMI format and retain these records for one year. The OCN will be included in the EMI records according to industry standards.

9.3.1.3.2 CLEC's use of the UNE-Platform to provide service shall not in any way impair or deny CLEC's receipt of toll access revenues or reciprocal compensation associated with UNE-P switch ports that originate and terminate calls.

9.3.1.3.3 At CLEC's option, AT&T 4-STATE will route CLEC's intraLATA and interLATA toll traffic to CLEC via CLEC's Carrier Identification Code.

9.3.1.3.4 Other than as set forth in this Agreement, AT&T 4-STATE shall not place any restrictions or limitations on CLEC's use of the UNE-Platform other than those restrictions and limitations set forth in this Agreement or provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations.

9.3.1.3.5 UNE-P not to require any different pre-ordering processes where migrations to CLEC flow from AT&T 4-STATE or from another CLEC.

9.3.1.3.6 Operator services will, at CLEC's option, be provided to CLEC in conjunction with the UNE-P as described in Article 22 and Schedule 9.2.6. Collocation by CLEC shall not be required.

9.3.1.3.7 Directory assistance will, at CLEC's option, be provided to CLEC in conjunction with the UNE-P as described in Article 22 and Schedule 9.2.6.

9.3.2 Additional terms and conditions related to Combinations are as follows:

9.3.2.1 Intentionally Left Blank.

9.3.2.2 Intentionally Left Blank.

9.3.2.3 AT&T 4-STATE shall comply with 47 CFR § 51.315(b) by not separating CLEC-requested UNEs that are currently combined.

9.3.2.4 If CLEC requests a combination of network elements that are not ordinarily combined, CLEC shall submit a BFR, as set forth in Schedule 2.2, BFR. If CLEC requests a combination of network elements that are ordinarily combined, but not included on Table 1, CLEC shall submit a BFR-OC, as set forth in Schedule 2.2, BFR.

9.3.2.5 At the request of CLEC, SBC shall also provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine those Unbundled Network Elements to provide a telecommunications service. SBC shall permit CLEC to combine any Unbundled Network Element(s) obtained from SBC with Compatible Network Components provided by CLEC or provided by third parties to CLEC or combined any Unbundled Network Element(s) with other services (including access services) obtained from AT&T 4-STATE in order to provide telecommunication services to CLEC, its end users and its affiliates as long as these combinations are consistent with FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-0183.

9.3.3 New Combinations involving UNEs (AT&T 4-STATE's)

9.3.3.1 For purposes of determining the proper application of non-recurring charges a "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A "Pre-existing Combination" means a combination of UNEs where no physical work is required by AT&T 4-STATE at an AT&T 4-STATE premises, an outside plant location, or a customer premises, in order to establish physical connections between the UNEs that constitute the UNE combination. A Pre-existing Combination includes the situation when CLEC orders all the AT&T 4-STATE UNEs required either:

(1) to convert to a combinations of UNEs an AT&T 4-STATE End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or CLEC's or another carrier's resale End User customer; or

(2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-Existing Combination to CLEC's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by AT&T 4-STATE, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 9.3.3.1(2)(b) only applies to orders involving customized routing after customized routing has been established to CLEC's OS/DA platform from the relevant AT&T 4-STATE local switch, including CLEC's payment of all applicable charges to establish that routing.)

9.3.3.1.1 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.

9.3.3.2 The United States Supreme Court, in upholding FCC Rules 315(c)-(f) in Verizon Comm. Inc., made reference to the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. SBC-13STATE thus will continue to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Article.

9.3.3.2.1 Section 9.3.3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, either Party to this Agreement from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the

remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by either Party to this Agreement. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect either Party to this Agreement from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

9.3.3.3 Intentionally left blank.

9.3.3.4 For a new UNE combination listed on Table 1, CLEC shall issue appropriate service requests. These requests will be processed by AT&T 4-STATE, and CLEC will be charged pursuant to the Pricing Schedule.

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9.3.3.6 Intentionally left blank.

9.3.3.7 Intentionally left blank

9.3.3.8 In addition to any other applicable charges, SBC may charge a Commission-approved TELRIC-based fee for any combining work that is required to be done by AT&T 4-STATE pursuant to a BFR or BFR-OC, as applicable, under Schedule 2.2 of this Agreement, BFR.

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9.3.3.11 Intentionally Left Blank.

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9.3.3.14 The UNE Combination known as an “enhanced extended loop” or “EEL” (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to CLEC to the extent that the EEL is used to provide a significant amount of local exchange service to a particular end user customer (this limitation is the same as the requirements set forth in the FCC’s Supplemental Order Clarification in CC Docket No. 96-98, FCC)) -183 (rel. June 2, 2000));

9.3.4 Upon CLEC's request, AT&T 4-STATE shall perform the functions necessary to combine AT&T 4-STATE's Network Elements in any manner, even if those elements are not

ordinarily combined in AT&T 4-STATE's network; provided that such combination is: (i) technically feasible, and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to Network Elements on an unbundled basis or to Interconnect with AT&T 4-STATE's network. In addition, upon a request of CLEC that is consistent with the above criteria, AT&T 4-STATE shall perform the functions necessary to combine AT&T 4-STATE's Unbundled Network Elements with elements possessed by CLEC in any technically feasible manner.

9.3.5 A minimum set of Combinations is described in Table 1 of this Article 9 that CLEC and AT&T 4-STATE have identified as of the Effective Date of this Agreement. CLEC may request Table 1 combinations of the same type, going to the same location, on a single order.

9.3.6 When purchasing a Combination, CLEC will have access to all features, functions and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply.

9.3.7 AT&T 4-STATE shall make available to CLEC the following Combinations as described in the table set forth:

TABLE 1

2-Wire Basic Analog Loop with Basic Line Port
2-Wire P.B.X. Ground Start Analog Loop with Ground Start line Port
2-Wire Basic Analog Loop with Analog DID Trunk Port
2-Wire Basic Analog Loop with Centrex Basic Line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with Centrex ISDN Line Port
4-Wire Digital Loop with Digital Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
2-Wire Analog COPTS Coin Loop with COPTS-Coin Line Port
2-Wire Basic Analog Loop with Basic COPTS Line Port
2-Wire Analog Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
4-Wire Analog Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
2-Wire Digital Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
4-wire Digital Loop (DS1 Loop) to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 Where technically feasible, the quality of a UNE, as well as the quality of the access to such UNE, that AT&T 4-STATE provides to CLEC hereunder shall be at least equal in quality to that which AT&T 4-STATE provides to itself, its subsidiaries, Affiliates and any other party.

9.4.2 AT&T 4-STATE shall provide CLEC access to UNEs and Operations Support Systems functions, including the time within which AT&T 4-STATE provisions such access to UNEs, on terms and conditions no less favorable than the terms and conditions under which AT&T 4-STATE provides such UNEs to itself, its subsidiaries, Affiliates and any other party except as may be provided by the Commission.

9.5 Provisioning of Network Elements.

9.5.1 AT&T 4-STATE shall provide CLEC UNEs as set forth in this Article 9, the Schedules attached hereto and as described in other relevant Articles relating to the provisioning of UNEs and UNE Combinations.

9.5.2 AT&T 4-STATE shall provide CLEC access to the functionalities for AT&T 4-STATE's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the UNEs and UNE Combinations that CLEC purchases in accordance with Article 33 (OSS).

9.5.3 Where applicable, the parties shall apply the principles set forth in 47 C.F.R. § 64.1120 et seq.

9.5.4 Unless the Parties negotiate another arrangement, when a AT&T 4-STATE provided tariffed or resold service is replaced by CLEC's facility based service using any AT&T 4-STATE provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by AT&T 4-STATE, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using AT&T 4-STATE provided UNEs is converted to a different CLEC's service which also uses any AT&T 4-STATE provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by AT&T 4-STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

9.6 Availability of Additional or Different Quality Network Elements. Any request by CLEC for access to a UNE or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth in Schedule 2.2.

9.7 Pricing of Unbundled Network Elements and Combinations. For Unbundled Network Elements defined in this Agreement, and for Combinations listed on Table 1, AT&T 4-STATE shall charge CLEC the UNE rates specified in the Pricing Schedule. Otherwise, pricing for UNEs and Combinations to be provided under this Agreement shall be established as set forth in this Article 9.

9.8 Billing. AT&T 4-STATE shall bill CLEC for access to UNEs and Combinations pursuant to the requirements contained in Article 27 of this Agreement.

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9.10 Standards of Performance. AT&T 4-STATE shall provide to CLEC access to unbundled Network Elements as required by the Performance Standards set forth in Article 32 (Performance Standards, Measurements and Penalties). Upon 30 days written notice, AT&T 4-STATE may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension AT&T 4-STATE places on itself for orders from its customers.

9.11 Access to UNE Connection Methods.

9.11.1 AT&T 4-STATE will provide access to Network Elements on an unbundled basis and combinations of Unbundled Network Elements at any technically feasible point including at any point set forth in Article 12 (Collocation).

9.12 Maintenance of Unbundled Network Elements.

9.12.1 AT&T 4-STATE shall provide maintenance of UNEs and Combinations as set forth in Article 33 (OSS).

9.12.2 If trouble occurs with unbundled network elements provided by AT&T 4-STATE, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in AT&T 4-STATE's equipment and/or facilities, CLEC will issue a trouble report to AT&T 4-STATE.

9.12.3 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and AT&T 4-STATE dispatches personnel to the End User's premises or a AT&T 4-STATE Central Office and trouble was not caused by AT&T 4-STATE's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

9.12.4 CLEC shall pay Time and Material charges when AT&T 4-STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T 4-STATE, unless covered under a separate maintenance agreement.

9.12.5 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

9.12.6 If CLEC issues a trouble report allowing AT&T 4-STATE access to the End User's premises and AT&T 4-STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T 4-STATE personnel are dispatched. Subsequently, if AT&T 4-STATE personnel are allowed access to the premises, these charges will still apply.

9.12.7 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T 4-STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T 4-STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T 4-STATE performed other than on a normally scheduled workday.

9.12.8 If CLEC requests or approves a AT&T 4-STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

9.13 RECONFIGURATION

9.13.1 AT&T 4-STATE will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 and the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370).

ARTICLE 10
RESALE AT WHOLESALE RATES--SECTION 251(c)(4)

10.1 Telecommunications Services Available for Resale at Wholesale Rates. AT&T 4-STATE makes available to CLEC for resale at wholesale rates those Telecommunications Services that AT&T 4-STATE provides, or may hereafter provide, at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act as set forth in the AT&T 4-STATE state-specific Resale and/or Retail tariff or catalog that addresses "Resale Local Exchange Service".

ARTICLE 11
NOTICE OF CHANGES -- SECTION 251(c)(5)

11.1 **Notice of Changes.** Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. AT&T 4-STATE 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"**).

In addition to notice of network changes required in Section 11.1, above, and in addition to notifying CLEC of changes in single points of contact and notice recipients pursuant to this Agreement, AT&T 4-STATE communicates information to CLECs via its Accessible Letter 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, hours of operation of AT&T 4-STATE centers, including LSC and LOC; closings of any such centers; holiday schedules of any such centers; and changes to processes of escalation relevant to CLEC orders, and billing questions.

ARTICLE 12
COLLOCATION

12.1 AT&T ILLINOIS will provide “Collocation Services” as set forth in the attached Appendix Physical Collocation.

12.2 If CLEC requests, AT&T 4-STATE will provide virtual collocation consistent with the terms of the attached Appendix Virtual Collocation.

12.3 <u>Intra-Office Wiring</u>

12.3.1 Whenever CLEC is responsible for either the installation, testing and/or maintenance of any intra-office wiring that connects the CLEC collocation space and the AT&T Main Distribution Frame ("MDF"), CLEC has the option to request that its responsibility end at a location off the MDF, at a mutually acceptable location accessible to both CLEC and AT&T. If CLEC opts for this reconfiguration, the parties will split the initial costs.

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ARTICLE 13
LOCATION ROUTING NUMBER – PERMANENT NUMBER PORTABILITY

13.1 Provision of Local Number Portability. AT&T 4-STATE and CLEC shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act.

13.2 Location Routing Number – Permanent Number Portability (LRN-PNP)

13.2.1 Implementation of LRN-PNP.

13.2.1.1 AT&T 4-STATE and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, NANC (North American Numbering Council) guidelines, and other Industry guidelines as provided for in Section 13.2.2 of this Article.

13.2.1.2 AT&T 4-STATE and CLEC shall implement number portability in an end office upon the written request of the other Party in accordance with FCC timelines.

13.2.2 Requirements for LRN-PNP. The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

13.2.2.1 LRN-PNP employs an “N-1” Query Methodology.

13.2.2.1.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing 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 is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

13.2.2.2 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.

13.2.2.3 If a Party chooses not to fulfill its N-1 carrier responsibility, The other party will perform 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.

13.2.2.4 The party not performing its N-1 responsibilities shall be responsible for payment of charges to the other party for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.

13.2.2.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

13.2.3 SMS Administration. AT&T 4-STATE and CLEC shall cooperate to facilitate the expeditious deployment of LRN-PNP based LNP through the process prescribed in the documents referenced in Section13.2.1.1 of this Article including, but not limited to development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

13.2.4 Ordering

13.2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.

13.2.4.2 When an LSR is sent to one Party by the other Party to initiate porting via LRN-PNP, the receiving Party shall return, at the appropriate time, a Firm Order Confirmation (FOC).

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13.2.4.4 For the purposes of this Article, the parties may mutually agree to 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, 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.

13.3 Requirements for PNP

13.3.1 Cut-Over Process

13.3.1.1 AT&T 4-STATE and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. For cutover to LRN-PNP, both AT&T 4-STATE and CLEC agree to update their switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as close to the requested time as possible, not to exceed 59 minutes for non-

coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.

13.3.1.2 AT&T 4-STATE 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 4-STATE and CLEC 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).

13.3.1.3 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.

13.3.1.4 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. 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, unless the unconditional PNP (10-digit) trigger is set. 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 4-STATE and CLEC agree that a 30-minute interval is a goal towards which both companies will work, however both CLEC and AT&T 4-STATE recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.

13.3.1.5 The Party from whom a number is porting will set the unconditional LRN-PNP trigger, when technically feasible, at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.

13.3.1.6 <u>Obligations of Parties</u>

13.3.1.6.1 When purchasing the SPNP Database Query, CLEC will access AT&T 4-STATE's facilities via an SS7 link: AT&T 4-STATE - Section 8 of FCC No. 2 Access Service Tariff, to the AT&T 4-STATE STP.

13.3.1.6.2 When CLEC requests that an NXX in an LRN capable AT&T 4-STATE switch become portable, The Parties shall follow the industry standard LERG procedure.

13.3.1.6.3 The Parties shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

13.3.1.6.4 The Parties shall adhere to AT&T 4-STATE's Local Service Request (LSR) format and PNP due date intervals.

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13.3.3 Intentionally left blank.

13.3.4 Limitations of Service

13.3.4.1 Neither Party shall be required to provide number portability for excluded numbers defined by FCC orders, as updated from time to time, e.g.,500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (i.e., numbers used internally by either Party for its business purposes), wireless NXXs, until the FCC mandates that those NXXs be portable, and others as excluded by FCC rulings issued from time to time under this Agreement. The term "Official Communications Service" (OCS) means the internal telephone numbers used by AT&T 4-STATE or CLEC.

13.3.4.2 Telephone numbers can be ported only within AT&T 4-STATE rate centers or rate districts, whichever is a smaller geographic area, as approved by the state's Public Utilities Commission.

13.3.4.3 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 this Article.

13.3.5 Both SWBT and CLEC are required to offer number portability of telephone numbers with "choke" (i.e. mass calling) NXXs in a manner that complies with the FCC's criteria and the LNPA Working Group High Volume Call-In Report to the NANC of February 18, 1998 until such time as they may be modified by NANC or the FCC.

13.3.6 Operator Services, LIDB/LVAS and Directory Assistance

13.3.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

13.3.6.2 If Integrated Services Digital Network User Part (ISUP) signaling is used, AT&T 4-STATE shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See ATIS, TRQ No. 1, Technical Requirements for Number Portability – Operator Services Switching Systems, April, 1999).

13.3.7 Porting of DID Block Numbers)

13.3.7.1 AT&T 4-STATE and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

13.3.7.2 AT&T 4-STATE and CLEC shall permit customers who 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; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) AT&T 4-STATE should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block; and (2) that AT&T 4-STATE should offer customers who port a portion of a DID block a discount that is proportional to the amount of the DID block that has been ported, nor shall CLEC be prejudiced in any present or future proceedings from asserting said positions.

13.3.8 Pricing

13.3.8.1 The Parties agree that FCC approved rates in AT&T 4-STATE - Section 6 of the FCC No. 2 Access Services Tariff are applicable to the pricing of PNP queries.

13.3.8.2 The parties agree not to charge for the ordering, provisioning, or conversion of ported telephone numbers as a means to recover the cost associated with LNP.

13.4 Coordinated Hot Cuts (CHC)

13.4.1 A coordinated hot cut ("CHC") is an optional service that permits CLEC to request that AT&T 4-STATE hold translations in the donor switch until CLEC gives verbal instruction to implement the porting. Where CHC is requested, both parties agree not to remove translations for the ported number until instructions are received from the requesting party. Upon notice from the requesting party to port the telephone number, both parties agree to release translations with the understanding that translations should be removed within 30 minutes, but that circumstances can sometimes require a greater interval of time.

13.4.2 When CLEC orders CHC service, AT&T 4-STATE shall charge and CLEC agrees to pay for CHC service at the "additional labor" rates set forth in the following applicable FCC Access Services Tariffs:

13.4.2.1 AMERITECH - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)

13.4.3 CLEC requesting CHC must provide AT&T 4-STATE an access billing account number (BAN) to which charges can be applied.

13.5 Enhanced LNP Process

13.5.1 In the event that AT&T 4-STATE makes available new or enhanced LNP processes to CLECs that are not described in this Agreement, and CLEC desires to take advantage of such new or enhanced LNP processes, CLEC will notify AT&T 4-STATE in writing and the parties shall then negotiate appropriate terms and conditions to be embodied in an amendment to this Agreement.

ARTICLE 16
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224

16.1 Structure Availability.

16.1.1 AT&T 4-STATE shall make available, to the extent it may lawfully do so, nondiscriminatory access to any pole, duct, conduit and rights-of-way (individually and collectively, "Structure") along distribution networks owned or controlled by AT&T 4-STATE for placement of CLEC's telecommunications equipment and related facilities ("Attachments"), unless denied by AT&T 4-STATE for Insufficient Capacity (as defined in Section 16.1.2) or for reasons of safety, reliability and generally applicable engineering purposes within the meaning of Section 16.1.2 of this Agreement and 47 CFR Section 1.1403(a).

"Poles, ducts and conduits" include entrance facilities and conduit and riser space; controlled environmental vaults; manholes; telephone equipment closets; remote terminals; cross-connect cabinets, panels or boxes; equipment cabinets, pedestals, or terminals; and any other infrastructure used by AT&T 4-STATE to place telecommunications distribution facilities.

"Rights-of-way" are 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 4-STATE which is not used or suitable for distribution facilities such as business offices or corporate offices.

The availability of AT&T 4-STATE Structure for CLEC's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 16.18, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which AT&T 4-STATE owns or controls Structure or interests therein. AT&T 4-STATE shall not prevent or delay any third party assignment of right-of-way to CLEC. Upon request, AT&T 4-STATE shall provide to CLEC, for review, any franchise, license, or other agreement AT&T 4-STATE has entered into with a municipality, utility, or other owner or interest holder of Poles, Conduit or Rights-of-way.

16.1.2 AT&T 4-STATE will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety,

reliability or engineering principles. For purposes of this Article 16, "Insufficient Capacity" means 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. Before denying a request for access based upon Insufficient Capacity, AT&T 4-STATE will, in good faith, explore potential accommodations with CLEC, including modifications (as discussed in Section 16.3 below). If AT&T 4-STATE denies a request by CLEC for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, AT&T 4-STATE will provide CLEC 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.

16.1.2.1 In the case of pole attachments, AT&T 4-STATE 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 CLEC's use without replacement of the pole whenever possible.

16.2 Franchises, Permits and Consents. CLEC shall be solely responsible to secure any necessary franchises, permits 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 4-STATE Structure it uses. CLEC shall indemnify AT&T 4-STATE against loss directly resulting from any actual lack of CLEC's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

16.3 Access and Modifications. Where necessary to accommodate a request for access of CLEC, and provided AT&T 4-STATE has not denied access as described in Section 16.1.2, or because AT&T 4-STATE may not lawfully make the Structure available, AT&T 4-STATE will, as set forth below, if requested by CLEC, modify its Structure in order to accommodate the Attachments of CLEC. AT&T 4-STATE may permit CLEC to conduct Field Survey Work and Make Ready Work itself or through its own contractors in circumstances where AT&T 4-STATE is unable to complete such work in a reasonable time frame. If AT&T 4-STATE is unable to meet the requested CLEC completion date, CLEC will have the option of performing Make Ready Work to meet the requested completion date.

For purposes of this Agreement, a "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 does not qualify as a "modification", while replacing poles, adding new ducts between existing manholes and rebuilding manholes, and adding innerduct to an existing duct to accommodate additional cables would qualify as a "modification."

16.3.1 Before commencing the work necessary to provide such additional capacity, AT&T 4-STATE will notify in writing all other parties having attachments on or in the Structure of the proposed modification to the Structure. The modification to

accommodate CLEC, may at AT&T 4-STATE's option, include modifications required to accommodate other attaching parties, including AT&T 4-STATE, that desire to modify their attachments at their own expense.

16.3.2 If CLEC requests access to an AT&T 4-STATE Rights-of-way where AT&T 4-STATE has no existing Structure, AT&T 4-STATE shall not be required to construct new poles, conduits or ducts, or to bury cable for CLEC but will be required to make the Rights-of-way available to CLEC to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if AT&T 4-STATE desires to extend its own attachments, AT&T 4-STATE will construct Structure to accommodate CLEC's Attachments.

16.3.3 The costs of modifying a Structure to accommodate CLEC's request, the requests of another attaching party or the needs of AT&T 4-STATE shall be borne by CLEC, the other requesting party or AT&T 4-STATE, as the case may be. If another attaching party or AT&T 4-STATE obtains access to the Structure as a result of the modification, they shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including AT&T 4-STATE, with a pre-existing attachment to the Structure to be modified to accommodate CLEC shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its attachment. If a party, including AT&T 4-STATE, uses the modification or make ready work to bring its Structure or attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall bear its share of the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party or AT&T 4-STATE 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. If an attaching party, including AT&T 4-STATE, makes an attachment to the facility after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

16.3.4 All modifications to AT&T 4-STATE’s Structure will be owned by AT&T 4-STATE. CLEC and other parties, including AT&T 4-STATE, 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.

16.3.5 When a party, including AT&T 4-STATE, subsequently seeks attachment to modified Structure, AT&T 4-STATE will notify in writing CLEC and any other parties who initially contributed to the cost of modification.

16.4 Installation and Maintenance Responsibility. CLEC 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 4-STATE or by other attaching parties. Work performed by CLEC on, in or about AT&T 4-STATE's Structures shall be performed by properly trained, competent workmen skilled in the trade. AT&T 4-STATE will specify the location on the Structure where CLEC's Attachment shall be placed, which location shall be in accordance with the National Electrical Safety Code Standards and designated in a nondiscriminatory manner. CLEC shall construct each Attachment in conformance with the permit issued by AT&T 4-STATE for such Attachment. Other than routine maintenance and service wire Attachments, CLEC shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. CLEC shall provide AT&T 4-STATE with notice before entering any Structure for construction or maintenance purposes.

16.5 Installation and Maintenance Standards. CLEC's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, 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.

16.6 Access Requests. Any request by CLEC for access to AT&T 4-STATE's Structure shall be in writing and submitted to AT&T 4-STATE's Structure Access Coordinator. AT&T 4-STATE may prescribe a reasonable process for orderly administration of such requests. CLEC's Attachment to AT&T 4-STATE's Structure shall be pursuant to a permit issued by AT&T 4-STATE for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to AT&T 4-STATE’s Structure, administration of the process of delivery of access to AT&T 4-STATE’s Structure and for all other matters relating to access to AT&T 4-STATE’s Structure. CLEC shall provide AT&T 4-STATE with notice before entering any AT&T 4-STATE Structure, pursuant to the provisions of the Appendix to Article 16.

16.7 Unused Space. Excepting maintenance ducts as provided in Section 16.8 and ducts which may be required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by AT&T 4-STATE shall be available for the Attachments of CLEC, AT&T 4-STATE or other providers of Telecommunications Services or cable television systems. CLEC may not reserve space on AT&T 4-STATE Structure for its future needs. AT&T 4-STATE shall not reserve space on AT&T 4-STATE Structure for the future need of AT&T 4-STATE nor permit any other person to reserve such space. Notwithstanding the foregoing, CLEC may provide AT&T 4-STATE with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

16.8 Maintenance Ducts. One duct and one inner-duct in each conduit section shall be kept vacant as a maintenance duct. If not currently available and additional ducts are added, maintenance ducts will be established as part of the modification. Maintenance ducts shall be made available to CLEC for maintenance purposes if it has a corresponding Attachment.

16.9 Applicability. The provisions of this Agreement shall apply to all AT&T 4-STATE Structure now occupied by CLEC.

16.10 Other Arrangements. CLEC's use of AT&T 4-STATE Structure is subject to any valid, lawful and nondiscriminatory arrangements AT&T 4-STATE may now or hereafter have with others pertaining to the Structure.

16.11 Cost of Certain Modifications. Notwithstanding Section 16.3, if AT&T 4-STATE is required by a governmental entity, court, Commission or property owner (provided such property owner has authority to require such modifications or CLEC agrees to such modifications) 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. However, if such alteration is required solely due to AT&T 4-STATE's negligence in originally installing the structure, AT&T 4-STATE shall be responsible for CLEC's expenses. If a move of CLEC's Attachment is required by AT&T 4-STATE or another attaching party, AT&T 4-STATE shall notify CLEC of the requested and CLEC shall either confirm in writing that it will move the Attachment within thirty (30) days of the date of AT&T 4-STATE's notice of the requested move, or notify AT&T 4-STATE that it desires AT&T 4-STATE to arrange for the move, both options to be at the expense of the party requesting such move. The written notice shall include sufficient engineering information to enable CLEC to move the Attachment or respond to the notice. If CLEC fails to notify AT&T 4-STATE within ten (10) days after the date of AT&T 4-STATE's notice of the requested move of its intention to move the Attachment or to allow AT&T 4-STATE to arrange for the move, CLEC will be deemed to have authorized AT&T 4-STATE to move such Attachment at CLEC's expense.

16.12 Maps and Records. AT&T 4-STATE will provide CLEC, at CLEC's request and expense, with access to and copies of maps, records and additional information relating to its Structure which Ameritech has in its possession. Upon request, AT&T 4-STATE will meet with CLEC to clarify matters relating to maps, records or additional information. AT&T 4-STATE does not warrant the accuracy or completeness of information on any maps or records.

16.13 CLEC Access. Except in case of emergency, CLEC shall provide AT&T 4-STATE with notice before entering any AT&T 4-STATE Structure.

16.14 Occupancy Permit. Permit Termination. CLEC occupancy of Structure shall be pursuant to a permit issued by AT&T 4-STATE for each requested Attachment.

Unless otherwise provided herein, any such permit shall terminate upon 30 days prior written notice and opportunity to cure: (a) if a lawfully required franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if CLEC has not placed and put into service its Attachments within one year from the date AT&T 4-STATE has notified CLEC that such Structure is available for CLEC's Attachments, (c) if CLEC ceases to use such Attachment for any period of one year,(d) if CLEC fails to comply with a material term or condition of this Article 16 and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from AT&T 4-STATE or, (e) if AT&T 4-STATE ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments. If AT&T 4-STATE ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, AT&T 4-STATE shall: (i) provide CLEC notice within ten (10) Business Days after AT&T 4-STATE has knowledge of such fact, and (ii) not require CLEC to remove its Attachments from such Structure prior to AT&T 4-STATE's removal of its own attachments. Subject to provisions herein related to dispute resolution, AT&T 4-STATE will provide CLEC with at least sixty (60) days' written notice prior to (x) terminating a permit for a breach of the provisions of this Article 16, (y) any increase in the rates for Attachments to AT&T 4-STATE's Structure permitted by the terms of this Agreement, or (z) any modification to AT&T 4-STATE's Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred and eighty (180) days after the event requiring CLEC to so surrender such permit, AT&T 4-STATE shall remove CLEC's Attachments at CLEC's expense. If AT&T 4-STATE discovers that CLEC has placed an Attachment on AT&T 4-STATE’s Structure without a valid permit, AT&T 4-STATE shall notify CLEC in writing of the existence of such unauthorized Attachment and CLEC shall pay to AT&T 4-STATE within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to three (3) times the annual attachment fee for an authorized Attachment.

Within the foregoing period, CLEC shall also apply for an Occupancy Permit for the unauthorized Attachment.

In addition, CLEC shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment.

If CLEC fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, AT&T 4-STATE shall have the right to remove such unauthorized Attachment from AT&T 4-STATE’s Structure at CLEC’s expense.

16.15 Inspections. AT&T 4-STATE may make periodic inspections of any part of the Attachments of CLEC located on AT&T 4-STATE Structures. Where reasonably

practicable to do so, AT&T 4-STATE shall provide prior written notice to CLEC of such inspections.

16.16 Damage to Attachments. Both CLEC and AT&T 4-STATE will exercise precautions to avoid damaging the Attachments of the other or to any AT&T 4-STATE Structure to which CLEC obtains access hereunder. Subject to the limitations in Article 1, the Party damaging the Attachments of the other shall be responsible to the other therefor.

16.17 Charges and Billing. AT&T 4-STATE's charges for Structure provided hereunder shall be determined in compliance with the regulations and orders of the FCC pursuant to Section 224 of the Act or pursuant to rulings or orders of the State Commission. Prior to the establishment of such rates, AT&T 4-STATE's charges for Structure will be those of the lowest existing contract available to an attaching party in the State of Illinois, including any Affiliate of AT&T 4-STATE. Full Payment in advance shall be required for map preparation, make-ready surveys and Make-Ready Work. Billing by AT&T 4-STATE for charges pursuant to this Article shall include detail sufficient to allow a determination of accuracy, including but not limited to identification of the structure or work associated with each charge. AT&T 4-STATE reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, AT&T 4-STATE 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 (1) foot of space on the pole in addition to the primary cable or anything other than a standard, sealed splice enclosure in a manhole.

16.18 Nondiscrimination. Access to AT&T 4-STATE-owned or -controlled Structure shall be provided to CLEC on a basis that is nondiscriminatory to that which AT&T 4-STATE provides to itself, its Affiliates, Customers, or any other person.

16.19 Interconnection.

16.19.1 Upon request by CLEC, AT&T 4-STATE will permit the interconnection of ducts or conduits owned by CLEC in AT&T 4-STATE manholes.

16.19.2 Except where required herein, requests by CLEC for interconnection of CLEC's Attachments in or on AT&T 4-STATE Structure with the Attachments of other attaching parties in or on AT&T 4-STATE Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this Article 16 for and reasons of insufficient Capacity, safety, reliability and engineering. AT&T 4-STATE will provide a written response to CLEC's request within forty-five (45) days of AT&T 4-STATE's receipt of such request.

16.19.3 CLEC shall be responsible for the costs of any Make-Ready Work required to accommodate any interconnection pursuant to Section 16.19.

16.20 Cost Imputation. AT&T 4-STATE will impute costs consistent with the rules under Section 224(g) of the Act, and orders of the FCC and the Commission.

16.21 Structure Access Coordinator. Requests for access to AT&T 4-STATE Structure shall be made through AT&T 4-STATE's Structure Access Coordinator, who shall be CLEC's single point of contact for all matters relating to CLEC's access to AT&T 4-STATE's Structure. The Structure Access Coordinator shall be responsible for processing requests for access to AT&T 4-STATE's Structure, administration of the process of delivery of access to AT&T 4-STATE's Structure and for all other matters relating to access to AT&T 4-STATE's Structure pursuant to guidelines as provided in the Appendix to Article 16. In the event of a conflict between the provisions of Article 16 and those of the Appendix to Article 16, the provisions of Article 16 shall prevail.

16.22 State Regulation. The terms and conditions in this Article 16 shall be modified through negotiation between the Parties to comply with the regulations and orders of the state in which AT&T 4-STATE owns or controls Structure to which CLEC seeks access if such state meets the requirements of Section 224(c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224(c) of the Act and the applicable FCC rules pertaining hereto. The terms and conditions of this Article 16 shall also be modified by negotiation between the Parties to comply with any applicable requirements regarding the application of state law set forth in applicable Commission rules, regulations and orders. Until the terms and conditions of this Article 16 are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

16.23 Abandonments, Sales or Dispositions. AT&T 4-STATE shall notify CLEC 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 4-STATE shall condition the sale or other disposition subject to the rights granted to CLEC.

16.24 Standards of Performance. AT&T 4-STATE shall provide Structure to CLEC in accordance with Article 32 (Performance Measures) herein, as applicable.

Appendix to Article 16

Structures

This appendix contains guidelines that further define the processes by which CLEC will obtain access to poles, ducts, conduits, and rights of way (individually and collectively referred to as "Structure") as agreed to in Article 16 of the *Interconnection Agreement.* Terms used herein shall have the same meaning as defined in Article 16.

Except as otherwise permitted by applicable law, access to all AT&T 4-STATE-owned or AT&T 4-STATE-controlled Structure shall be provided to CLEC on a basis that is nondiscriminatory to that which AT&T 4-STATE provides to itself, its Affiliates, Customers, or any other person.

1.1 Role of the AT&T 4-STATE Structure Access Coordinator

The role of the AT&T 4-STATE Structure Access Coordinator (ASAC) is to be a single point of contact for CLEC. The ASAC shall:

(a) provide single point of contact for structure access

(b) coordinate the queuing requests of attaching parties for access to AT&T 4-STATE Structure

(c) answer questions of CLEC pertaining to obtaining access to Structure

(d) coordinate the following processes for CLEC:
   (i) access to maps, records and additional information regarding Structure (hereafter referred to as "Structure Records")
   (ii) field survey to determine availability of Structure
   (iii) Make Ready Work (which, in some cases, may include Modification Work)
   (iv) CLEC construction activities

(e) interpret AT&T 4-STATE methods and procedures

(f) receive and process CLEC's application for access to Structure

(g) intentionally left blank

(h) negotiate scope and delivery of Make Ready Work due dates

(i) provide notification of and corrective action to eliminate disputes between attaching parties

(j) provide CLEC with written documentation of the determinations of Structure availability

(k) issue occupancy permits to CLEC

1.2 Role of CLEC

CLEC shall:

(a) Request access to AT&T 4-STATE Structure Records from the ASAC.

   (i) Issue Billing Authorization - Billing Authorization equates to or accompanies a Structure Access Request. For purposes of these Guidelines, Billing Authorization shall be defined as CLEC's paying any required deposit and CLEC's written authorization (on the forms identified in this Section) permitting AT&T 4-STATE to bill CLEC for work identified on these forms. There will be a true up of costs. The true-up process for any structure-related billing items is described in Section 1.14 in this Appendix.

(b) Make written request for access to AT&T 4-STATE Structure through ASAC-prescribed forms. (See Section 1.20 - Exhibits for Forms.)

(c) Provide stick map or route map showing locations of the AT&T 4-STATE Structure requested for access.

(d) Provide detailed descriptions of the requested location of all proposed attachments to AT&T 4-STATE Structure.

(e) Authorize the ASAC to schedule a Field Survey.

   (i) Issue Billing Authority, as defined herein, for AT&T 4-STATE to perform Field Survey by CLEC submitting appropriate C-1 form.

   (ii) Provide innerduct identification tags.

(f) Approve AT&T 4-STATE to perform Make Ready Work (in some cases, may include Modification Work).

(i) Issue Billing Authorization for AT&T 4-STATE to perform Make Ready Work by CLEC submitting appropriate A-1 form.
(ii) Provide innerduct identification tags.

(g) Receive Occupancy Permit from ASAC as provided in Sections 1.6.21, 1.7.20, and 1.8.6 of this Appendix.

(h) Schedule attachment installation (cable placement) with ASAC

(i) Complete attachment installation within one year from date Occupancy Permit is received from AT&T 4-STATE.

(j) Be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate CLEC's attachments at the location of the Structure CLEC uses.

1.3 Information Request

CLEC may request access to AT&T 4-STATE Structure Records in one of two ways:

(a) Request for CLEC to view AT&T 4-STATE Structure Records

(b) Request to have AT&T 4-STATE perform a records check for CLEC

CLEC shall submit the request on form RC-1 with a stick map and/or a description containing sufficient information for AT&T 4-STATE personnel to determine which records are required. If the request is to view the records, the request must include a deposit on the estimated cost to assemble records for viewing and/or for map preparation and issuance. If the request is for AT&T 4-STATE to perform the records check, a $400 advance payment is required to perform the records check and appropriate billing authorization will be issued as described in Section 1.2 of this Appendix. (See also Section 1.14 on Fees).

1.3.1 Type of Information to be Supplied

AT&T 4-STATE will provide to CLEC information (with respect to all Structure that AT&T 4-STATE owns or controls) currently available on AT&T 4-STATE's Structure Records, which includes (to the extent available) the following:

(a) location of the structure, street addresses for manholes, as shown on AT&T 4-STATE maps

(b) footage between manholes or lateral ducts lengths, as shown on AT&T 4-STATE maps

(c) intentionally left blank

(d) total capacity

(e) available capacity

(f) Rights of Way records

1.3.2 Exception Involving Confidential Information

When AT&T 4-STATE maps and/or records to be viewed contain confidential and/or proprietary information:

AT&T 4-STATE will expunge confidential and or proprietary information in accordance with the proprietary language in Article 1- General Terms and Conditions section 6. The confidential and propreitary information that will be expunged includes all information related to the facilities of third parties and to the cable and equipment facilities of AT&T 4-STATE, but AT&T 4-STATE will not expunge information relating the physical descriptions, capacity or utilitization of the structures to which CLEC seeks access. AT&T 4-STATE will expunge this language before CLEC is provided access to view the document and/or issue copies.

1.3.3 Viewing Room

(a) Within two (2) business days after CLEC submits Billing Authorization to the ASAC, the ASAC will notify CLEC of the place and time that CLEC may view the Structure Records.

(b) If the requested Structure Records do not contain confidential and proprietary information, access to the records will be provided within 13 business days after ASAC notifies CLEC in accordance with paragraph (a), above.

(c) If the requested Structure Records contain confidential or proprietary information which must be expunged, the time when CLEC will be provided with access will be determined on a case by case basis, based upon size and complexity of the request, and will be identified in the above notice, but such access shall be provided within 13 business days after ASAC notifies CLEC, in accordance with paragraph 1.3.3(a) above, unless otherwise mutually agreed to by AT&T 4-STATE and CLEC.

(d) The viewing room must be reserved for a minimum of two (2) hours. CLEC may request additional time prior to the viewing date. AT&T 4-STATE may not be able to provide CLEC with unscheduled additional time for viewing AT&T 4-STATE's Structure Records on the viewing date, but if unable will state the reason in writing to CLEC and immediately make alternative arrangements that are mutually acceptable. for the viewing of records as soon thereafter as possible

(e) AT&T 4-STATE will make available an AT&T 4-STATE representative with sufficient knowledge about AT&T 4-STATE Structure Records to clarify matters relating to such Structure Records and to assist CLEC during their viewing.

1.3.4 Copies of Structure Records

(a) Copies will be provided per Article 16 section 16.12.

1.3.5 Limitations of Structure Records Review

The completion of a review of Structure Records does not imply that the ASAC has approved a Structure Occupancy Permit for CLEC.

1.4 Capacity Reservation

1.4.1 Capacity Reservation

No party, including AT&T 4-STATE, will be allowed to reserve space in or on AT&T 4-STATE's Structure for future needs. Notwithstanding the foregoing, CLEC may provide AT&T 4-STATE with a two (2) year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

1.5 Priority Queue

(First in Time - First in Right)

1.5.1 Determination of Priority

The priority for right of access to existing capacity in AT&T 4-STATE's Structure will be determined by the actual time that CLEC's written Structure Access Request, in accordance with Sections 1.6.6, 1.7.4, and 1.8.1 below, is received by the ASAC. Structure Access Requests for all parties including AT&T 4-STATE will be treated in a non-discriminatory manner.

1.5.2 Maintaining Position in Queue

(a) Position is based on the date and time stamp on the written Structure Access Request.

(b) Position remains as long as CLEC continues processing of the request for access, including Field Survey, Make Ready Construction and facilities placement in accordance with the time frames set forth in this appendix.

(c) If CLEC does not process its requests for access in accordance with the time frames set forth in these Guidelines, CLEC's request shall be considered expired.

(d) Any change to a Structure Access Request (as defined in Sections 1.6.6 and 1.8.1 below) will be deemed a new request for purposes of position in the queue, and a new date and time stamp will be affixed to the Request. CLEC will be notified if this occurs.

(e) If at any time in the processing of a request a conflict arises concerning priority rights, the ASAC will use the written Structure Access Requests with date and time stamps to resolve the issue.

1.6 Access to Ducts and Conduit

"Ducts" and "Conduit" have the meaning assigned to them in the applicable *Interconnection Agreement*.

1.6.1 Information Access - Ducts and Conduit

CLEC will be provided access to review AT&T 4-STATE Structure Records for ducts and conduit, as defined in Section 1.3.

1.6.2 Determination of Space Availability

The apparent availability of spare capacity indicated by the review of AT&T 4-STATE Structure Records does not guarantee the actual availability or structural integrity of ducts and conduit. Space availability of AT&T 4-STATE ducts and conduit is determined during the Field Survey and integrity is determined by the completion of the AT&T 4-STATE Make Ready work.

1.6.3 Presumption of Request for Innerduct Occupancy

It is presumed that a request for occupancy of conduit is for occupancy of an innerduct. If due to the size of CLEC's cable, a whole duct is required, CLEC's request will be based on a whole duct. A whole duct may not be used for a cable that can be accommodated in an innerduct. If innerduct does not exist in the requested conduit, and if the conduit is of the size that accommodates more than one innerduct, AT&T 4-STATE will place innerduct, at CLEC's cost (refer to Make Ready Work/Billing Authorization).

1.6.4 Available Capacity

Unoccupied conduit, duct and/or innerduct space is assumed available for use by an attaching party, excluding the conduit, ducts and/or innerducts reserved for the universal maintenance spare or which are subject to the pending, prior request of another attaching party. With respect to ducts which are apparently vacant and available but cannot be occupied due to blockage, AT&T 4-STATE will take all reasonable steps to create the necessary space in such blocked ducts, at CLEC's cost (refer to Make Ready Work/Billing Authorization). If CLEC ceases to use Attachments for any period of one year, such Attachments are presumed to be usable for attachments of other attaching parties, but require a sixty (60) day notice to the attachment owner before removal.

1.6.5 Universal Maintenance Spare

A universal maintenance spare is one full duct. The universal maintenance spare in each manhole is available to all existing attaching parties (and AT&T 4-STATE) that have existing working cables in the conduit system, for maintenance purposes. Only one party at any time may occupy the maintenance spare. Any party utilizing the maintenance spare must vacate the maintenance spare within sixty (60) days after placing its facilities in the universal maintenance spare. Access to a Universal Maintenance Spare must be requested through the ASAC and the ASAC must grant access to CLEC within five (5) business days of the request. This Section (1.6.5) applies to routine maintenance. For emergency situations, Section 1.12.3, below, applies.

1.6.6 Structure Access Request - Ducts and Conduit

(a) To request access to ducts and conduit, CLEC shall submit:

  (i) Forms C1 & C2 (conduit)..

  (ii) Associated maps and/or written descriptions for each request (which shall include the number, type and size of facility CLEC plans to attach to the AT&T 4-STATE structure and if available all the locations at which CLEC proposes to interconnect its ducts with AT&T 4-STATE manholes and all manhole locations where an entrance or exit to AT&T 4-STATE's conduit structure will be required).

(b) The ASAC will enter CLEC's request for access to AT&T 4-STATE Structure into its proper place in the Queue as identified in the Queue Process set forth in Section 1.5.)

1.6.7 Field Survey by AT&T 4-STATE - Ducts and Conduit

(a) The ASAC will provide to CLEC a fixed cost for the Field Survey. This will be on Form C1.

(b) CLEC will pay any required fee and sign the appropriate form as Billing Authorization to proceed with the Field Survey.

(c) AT&T 4-STATE will complete the Field Survey in accordance with intervals as agreed to. See Section 1.6.13.

(d) CLEC may have a representative participate in the field survey.

(e) AT&T 4-STATE personnel will notify CLEC within twenty-four (24) hours prior to beginning the Field Survey, if CLEC wishes to have a representative present.

1.6.8 Field Survey assisted by CLEC - Ducts and Conduit

If, after receipt of the Structure Access Request, AT&T 4-STATE determines it will be unable to complete Field Survey work in accordance with standard intervals as defined in 1.6.13 AT&T 4-STATE may suggest or CLEC may request that CLEC be allowed to have CLEC or CLEC's contractor perform certain work associated with the Field Survey. AT&T 4-STATE shall respond to CLEC within 10 business days from receiving CLEC's request. The following apply:

(a) CLEC or its AT&T 4-STATE approved contractor may prepare manholes for entry (open, test, ventilate, pump, etc.).

(b) An AT&T 4-STATE representative will perform the Field Survey work with an CLEC representative present, and the AT&T 4-STATE representative will specify locations of attachments.

(c) All standards and conditions specified in Section 1.9 will be followed.

(d) CLEC will not be allowed to perform any Field Survey work that is required to be performed by AT&T 4-STATE employees pursuant to AT&T 4-STATE collective bargaining agreements

1.6.9 Field Survey Definition

A Field Survey is a physical check of the locations requested by CLEC to enter, exit, and place equipment in AT&T 4-STATE ducts and conduit and includes (to the extent available) the following:

(a) availability of space within existing lateral knockouts,

(b) availability of space for cable maintenance loops,

(c) availability of space for splice cases,

(d) availability of space for cable racking,

(e) availability of space for manhole core bores,

(f) availability of actual vacant conduit/innerduct,

(g) preliminary investigation of potential modifications if no available capacity exists.

1.6.10 Innerduct Identification Tags

CLEC must supply innerduct identification tags to the AT&T 4-STATE representative onsite or prior to the Field Survey. The identification tags must include:

(a) CLEC's name and

(b) a space for the date of the Field Survey.

1.6.11 Preferred Entrances and Exits

The preferred entrances and exits of AT&T 4-STATE's conduit system for attaching parties is at established openings. These openings are building entrances, points at which cable enters AT&T 4-STATE's underground conduit facilities, stubbed-off ducts and pre-formed manhole lateral knockouts. If the preferred entrances or exits are not available, entrance to an AT&T 4-STATE manhole may be created by core boring of the manhole wall, unless such engineered access to the manhole is denied by AT&T 4-STATE for reasons of Insufficient Capacity, safety, reliability or engineering (as defined in the applicable Interconnection Agreement and as allowed by law*).*

1.6.12 Limitations of Field Survey

A Field Survey does not guarantee the integrity of the ducts and conduit to accommodate the requested access. The Field Survey does not authorize CLEC to occupy AT&T 4-STATE ducts and conduit. Such authorization is granted once the Occupancy Permit has been issued. Intervals will be adjusted due to changes in requests or delays caused by CLEC.

1.6.13 Ducts and Conduit Field Survey Intervals

The standard interval for Field Survey work for Ducts and Conduit that is to be performed by AT&T 4-STATE is 25 business days for the first 10 manholes and an additional 2 business days for each additional 5 manholes. Intervals will be adjusted due to changes in requests or delays caused by CLEC. The clock for the standard interval starts when the ASAC receives properly completed (accurate and with all necessary details) Forms C-1 and C-2. The clock stops when the ASAC sends a Form A-1 to CLEC to notify of the estimated Make Ready work. If AT&T 4-STATE claims that the Form C-1 or Form C-2 is not properly completed, the ASAC must within one business day of receipt of the form notify CLEC that the form was not properly completed, and specify each and every particular way in which it is not properly completed. In the absence of such a notice from AT&T 4-STATE, the form shall be deemed to be properly completed.

1.6.14 Denial of Access

Based on the information from Structure Records and the completed Field Survey, the ASAC will determine if the requested access to AT&T 4-STATE's Structure can be provided to CLEC.

(a) AT&T 4-STATE will not make Structure available in the following cases:

  (i) Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity (as defined in Article 16 of the Interconnection Agreement) to accommodate the requested Attachment; or,

  (ii) Where an Attachment cannot be accommodated based upon non-discriminatorily applied consideration of safety, reliability, or engineering principles.

(b) If the ASAC proposes to deny CLEC access to the requested AT&T 4-STATE Structure, the ASAC will provide a detailed, written reason for denial within forty-five (45) days of the date of such request pursuant to applicable Article 16 of the Interconnection Agreement.

(c) If additional information is discovered while performing CLEC's Make Ready work which would require the ASAC to deny CLEC access to its Structure, the ASAC will provide to CLEC a detailed, written reason for denial within five (5) business days of discovery.

(d) If a denial is proposed to be made for any reason, AT&T 4-STATE will offer to meet with CLEC and explore in good faith reasonable alternatives to accommodate the proposed Attachment. The ASAC will schedule the meeting to take place within ten (10) business days of receipt of CLEC's written request for a meeting.

1.6.15 Cost Estimate - Ducts and Conduit

If it is determined from the records and Field Survey that access to ducts and conduit is possible by appropriate Make Ready Work, AT&T 4-STATE will:

(a) notify others parties of any proposed modification to ducts and conduit they occupy if a notification is required (see 1.15)

(b) provide to CLEC an estimate of cost for the Make Ready Work (if other occupying parties must be notified, the provision of the cost estimate will be delayed for at least the 60 days they have to reply)

1.6.16 Return of Billing Authorization

(a) CLEC shall return a Billing Authorization to the ASAC to perform the necessary Make Ready Work within forty-five (45) days of receiving the AT&T 4-STATE estimated cost for the proposed Make Ready Work from the ASAC. If CLEC has not returned the ASAC Billing Authorization to the ASAC within the forty-five (45) days, CLEC's request shall be considered expired. (See Queue Process in Section 1.5).

(b) The ASAC shall provide CLEC an estimated completion date, as defined in 1.6.20 below, within seven (7) business days (of receiving the Billing Authorization (for both routine and non-routine).

(c) If AT&T 4-STATE determines it will be unable to complete Make Ready work in accordance with standard intervals as defined in 1.6.20, AT&T 4-STATE may suggest or CLEC may request that CLEC be allowed to have CLEC or CLEC's contractor perform certain work associated with Make Ready.

1.6.17 Definition of AT&T 4-STATE Make Ready Work

AT&T 4-STATE Make Ready Work is any construction that is required to be performed by AT&T 4-STATE to prepare the AT&T 4-STATE ducts and conduit for occupancy by CLEC. The following lists are not necessarily all-inclusive, but are indications of types of Make Ready work.

Routine Make Ready Work

(a) verifying the integrity of the AT&T 4-STATE conduit/innerduct (rodding).

(b) placing innerduct

(c) tagging innerduct assigned for CLEC use (CLEC to supply innerduct identification tags which must have (I) CLEC name, and (ii) space for a date)

(d) placing innerduct couplers

Non-routine Make Ready Work

(e) core boring manhole walls

(f) repairing or clearing broken or blocked conduit

(g) constructing additional conduit (includes placing innerduct and tagging)

(h) rebuilding or replacing manholes

The following applies:

(a) When CLEC is allowed to perform certain Make Ready Work, all standards and conditions specified in Section 1.9 will be followed.

1.6.18 Force Majeure

AT&T 4-STATE will not be responsible for any Make Ready Work delays due to pull tapes breaking and/or innerduct couplers failing, local conditions, inability to obtain permits or due to Force Majeure as defined in the Interconnection Agreement in Article 1, Section 1.13.

1.6.19 Limitation on AT&T 4-STATE Obligations

AT&T 4-STATE is not required to construct ducts or conduit in locations where these items do not currently exist, in order to provide ducts, or conduit occupancy to CLEC. Upon request by CLEC, AT&T 4-STATE may consider constructing such duct or conduit extensions. AT&T 4-STATE is required to make the AT&T 4-STATE-owned Right-of-Way available to CLEC for CLEC to use to construct CLEC poles, conduits or ducts, or to bury CLEC's own cable as required in Section 16.1.1 of the Interconnection Agreement.

1.6.20 Duct and Conduit Make Ready Intervals

Routine Make Ready Work

The standard interval for Routine Make Ready work (as defined in 1.6.17) for Ducts and Conduit that is to be performed by AT&T 4-STATE is 25 business days for the first 10 manholes and an additional 2 business days for each additional 5 manholes as measured from receipt BY AT&T 4-STATE of CLEC'S billing authorization and payment. There will be no limits on engineering requests per office. Intervals will be adjusted due to changes in requests or delays caused by CLEC.

The clock for the standard interval starts when the ASAC receives billing authorization (Form A-1). The clock stops when the ASAC issues an occupancy permit.

Non-Routine Make Ready Work

Because of the variable nature of Non-Routine Make Ready work, completion intervals will be negotiated after Field Survey work is complete. AT&T 4-STATE will provide to CLEC an estimated completion interval for Non-Routine Make Ready work within seven (7) days of AT&T 4-STATE receiving a completed Form A-1 from CLEC, if no other parties occupying the conduit must be notified.

All Make Ready Work

If the Make Ready Work requires that other Attaching Parties be notified, the interval will be extended by an additional 60 days. If AT&T 4-STATE is unable to complete Make Ready Work in a reasonable time frame, CLEC may be allowed to perform certain Make Ready work in accordance with 1.6.17. CLEC believes this language should be normalized. AT&T Agrees

(a) Once the completion date is established the work will start within 10 business days

(b) If AT&T 4-STATE cannot meet CLEC's requested completion date, CLEC will have the option of performing the Make Ready Work to meet the requested completion date.

1.6.21 Occupancy Permit

(a) Within five (5) business days after notification of successful completion of all Make Ready Work associated with the Structure Request (including Make Ready Work by other attaching parties), AT&T 4-STATE will issue an Occupancy Permit to CLEC.

(b) In accordance with Article 16, Section 16.14, of the Interconnection Agreement, the Occupancy Permit shall expire if CLEC has not placed and put into service its Attachments within one year from the date CLEC receives Occupancy Permit. Conduit rental will begin upon issuance of the Occupancy Permit.

1.7 Access to Poles

"Poles" means poles owned or controlled in whole or in part by AT&T 4-STATE.

1.7.1 Intentionally left blank

1.7.2 Definition of Available Pole Capacity

Available pole capacity is unoccupied but usable space on a pole, that complies with Section **1**.9, CLEC Installation and Maintenance Standards of this document, excluding space which is subject to a pending request of another attaching party. The availability of poles for attachments, and attachment types and practices, may depend upon the policies, practices, and contractual rights of parties, generally electric power companies, with whom AT&T 4-STATE has joint use or joint ownership arrangements regarding such poles. If AT&T 4-STATE claims that a pole is not available, it will provide CLEC in writing with the basis for the claim and copies of relevant documentation.

1.7.3 Limitations of Records

AT&T 4-STATE pole maps and/or records provide information only on the existence of poles owned or controlled in whole or in part, by AT&T 4-STATE, but do not contain information regarding available pole capacity. Available pole capacity can be determined only during a Field Survey.

1.7.4 Structure Access Request (Poles)

(a) To request access to poles, CLEC shall submit:

(i) Forms P1 & P2 (poles)

(ii) The associated maps and written description for each request. CLEC shall include the number of, type, size e.g. (need both circumference for space requirement and weight for storm loading, placement of slack loops and is strand separate from cable) and location of the attachments it proposes to install on the Form P2.

(b) The ASAC will enter CLEC's request into the Queue in accordance with the process set forth in Section 1.5 herein.

(c) CLEC may choose to perform the Field Survey, CLEC may request AT&T 4-STATE to perform the field survey, or joint agreements between AT&T 4-STATE and power companies may require AT&T 4-STATE and CLEC to participate in a joint field survey (if the latter a copy of the document containing the requirement shall be provided to CLEC).

1.7.5 Field Survey - Definition/Limitation

(a) A Field Survey is a physical check of each pole to identify availability of space for attachments and any required Make Ready Work.

The field survey includes (where available):

(i) availability of space for power supplies

(ii) availability of space for cables

(iii) availability of space for terminals

(iv) availability of space for laterals

(v) proper bonding and grounding

(vi) availability of space for splice cases and slack cable

(vii) availability of space for guy wires and other necessary support structure

A Field Survey does not guarantee available pole capacity. Also, the Field Survey does not imply that the ASAC has approved pole attachments for CLEC. An AT&T 4-STATE occupancy permit will indicate AT&T 4-STATE's approval for pole attachment.

1.7.6 Field Survey by AT&T 4-STATE - Poles

(a) Where power company practices under applicable joint use or joint ownership agreements require AT&T 4-STATE to perform the Field Survey, AT&T 4-STATE will notify CLEC of such requirement within five (5) business days of CLEC's Structure Access request

(b) Intentionally left blank

(c) CLEC will provide Billing Authorization (Form A1) for AT&T 4-STATE to proceed with the Field Survey

(d) AT&T 4-STATE will complete the Field Survey in accordance with intervals as detailed in 1.7.8

(e) CLEC, the electric company and all other parties with attachments may have a representative attend the Field Survey.

f) AT&T 4-STATE or a qualified contractor will inspect each pole to determine available capacity for an additional attachment.

(g) AT&T 4-STATE will notify CLEC within twenty four (24) hours prior to beginning the Field Survey to enable CLEC to have a representative attend the Field Survey.

1.7.7 Field Survey Without AT&T 4-STATE

Where CLEC may perform the survey without the accompaniment personnel, CLEC will be responsible for providing AT&T 4-STATE with information on any Make Ready Work required for any existing party attached to the pole.

1.7.8 Pole Field Survey Intervals

The standard interval for Field Survey work for Poles that is to be performed by AT&T 4-STATE is 25 business days for the first 25 poles and an additional 2 business days for each additional 25 poles. Intervals will be adjusted due to changes in requests or delays caused by CLEC.
The clock for the standard interval starts when the ASAC receives properly completed (accurate and with all necessary details) Forms P-1 and P-2.
The clock stops when the ASAC sends a Form A-1 to CLEC notifying CLEC of the estimated Make Ready Work.

1.7.9 Denial of Access

AT&T 4-STATE will determine if access to poles can be provided to CLEC as detailed in Section 1.7.8.

1.7.10 Cost Estimate (Poles)

If it is determined from the Field Survey, that CLEC may have access to AT&T 4-STATE Structure, the ASAC will:

(a) notify other parties of proposed modifications to Structure to which they are attached if a notification is required (See Section 1.15)

(b) provide to CLEC an estimated cost for the AT&T 4-STATE Make Ready Work (defined in 1.7.12 below).

1.7.11 Return of Billing Authorization

(a) CLEC shall return a Billing Authorization (Form A-1) to the ASAC within forty-five (45) days of receiving AT&T 4-STATE's cost estimate for proposed AT&T 4-STATE Make Ready Work. If CLEC has not returned the Billing Authorization to the ASAC within the forty-five (45) days of receipt of the billing authorization, CLEC's request shall be considered expired.

(b) The ASAC shall provide CLEC an estimated completion date, as defined in 1.7.16 below.

1.7.12 Definition of AT&T 4-STATE Make Ready Work

AT&T 4-STATE Make Ready Work:

(a) is any work that is required to be performed by AT&T 4-STATE to make poles ready for CLEC's attachment.

(b) does not include any work regarding the facilities or attachments of other parties with attachment to the pole necessary to accommodate CLEC's attachment.

The following applies:

(a) CLEC will be allowed to perform Make Ready Work when AT&T 4-STATE cannot meet the CLEC requested completion date.

1.7.13 Force Majeure

AT&T 4-STATE is not responsible for Make Ready Work delays caused by local conditions, inability to obtain permits or Force Majeure as defined in Article 1, Section 1.13.

1. 7.14 Limitation on AT&T 4-STATE Obligations (Poles)

AT&T 4-STATE is not required to construct or acquire additional poles in locations where AT&T 4-STATE poles do not currently exist in order to provide pole attachments to CLEC. Upon request by CLEC, AT&T 4-STATE may consider constructing or acquiring such additional poles. AT&T 4-STATE is required to make AT&T 4-STATE Right-of-Way available to CLEC to construct CLEC's own poles as defined in Articles 16.1.1 and 16.3.2 of Article 16.

1.7.15 Successful Completion of Make Ready Work

Successful completion of AT&T 4-STATE Make Ready Work and that of other parties with attachments will determine pole space availability for attachments. The successful completion of Make Ready Work does not imply that AT&T 4-STATE has approved pole attachments for CLEC. An AT&T 4-STATE Occupancy Permit will indicate approval of the pole attachment.

1.7.16 Pole Make Ready Work Intervals

Because of the variable nature of Make Ready Work, completion intervals will be negotiated after Field Survey work is complete. AT&T 4-STATE will provide to CLEC an estimated completion interval for Make Ready work within seven (7) business days of AT&T 4-STATE receiving completed Form A-1 from CLEC, if no other Attaching Parties must be notified. If the Make Ready work requires that other Attaching Parties be notified, the interval will be extended by an additional 60 days.

1.7.17 Locations of Attachments

Possible locations for Attachments are:

(a) "Overbuild Space" is defined herein as the location on the pole available for attachments a minimum of twelve inches (12") above the highest existing communications attachment and below the bottom of neutral space.

(b) "Underbuild Space" defined herein as the location on the pole available for attachments a minimum of twelve inches (12") below the lowest existing communications attachment but adhering to the minimum NESC ground clearance requirements.

(c) On a "Standoff Bracket" used to add capacity and to attach an additional attachment on an existing pole.

(d) Overlashing - is defined as attaching a cable to an existing cable

Use of Overbuild Space, Underbuild Space, a Standoff Bracket, or Overlashing may not be permitted on poles which AT&T 4-STATE has a joint use or joint ownership agreement with a power company and may be dependent upon the power company policies and practices prohibiting such uses.

1.7.18 Selection of Pole Attachment Location

CLEC will recommend a location and t upon consideration of that recommendation AT&T 4-STATE will select the location of the poles for CLEC's attachments. The selection will be based on safety, reliability or general engineering principles and will be applied in a nondiscriminatory fashion.

1.7.19 Construction Guidelines

Once a pole attachment location is chosen, it should be maintained throughout the area of construction if at all possible. Exceptions will be subject to review by the ASAC and denied only for safety, reliability or engineering principles.

1.7.20 Occupancy Permit

(a) Within five (5) business days after notification of successful completion of all AT&T 4-STATE Make Ready Work associated with the structure request (including Make Ready Work by other attaching parties), AT&T 4-STATE will issue an Occupancy Permit to CLEC.

(b) In accordance with Article 16, Section 16.14, of the Interconnection Agreement, the Occupancy Permit shall expire if CLEC has not placed and put into service its Attachments within one year from the date AT&T 4-STATE has issued the Occupancy Permit to CLEC. Pole rental charges will commence upon issuance of the Occupancy Permit.

1.8 Access to Rights of Way

"AT&T 4-STATE Rights of Way" are rights of way owned or controlled by AT&T 4-STATE as defined in the applicable Interconnection Agreement.

1.8.1 Structure Access Request (ROW)

(a) To request access to AT&T 4-STATE Rights of Way (ROW), CLEC will submit to the ASAC:

(i) an R1 form

(ii) a drawing and description of the proposed ROW that is requested to be occupied

(iii) a print detailing the proposed location of the right of way sought to be used and nature of CLEC's proposed use thereof (i.e.buried cables, terminals, equipment nodes sites, controlled environmental vaults, etc.).

(iv) a deposit as calculated on the R1 form.

(b) The ASAC will enter CLEC's request in the Queue in accordance with the Queue process set forth in Section 1.5 herein.

(c) If CLEC requests access to AT&T 4-STATE ROW where AT&T 4-STATE does not have existing ROW, AT&T 4-STATE shall not be required acquire new Row.

1.8.2 Records Review

Within ten (10) business days of the Structure Access Request to access ROW, AT&T 4-STATE will perform an internal AT&T 4-STATE ROW records review. The ROW records review will not determine space availability. Space availability for ROW can only be determined by performing a Field Survey.

1.8.3 Field Survey

(a) the ASAC shall notify CLEC.

(b) If needed, CLEC may perform a Field Survey or request the ASAC to arrange for Field Survey to be scheduled within seven (7) business days of receiving the Billing Authorization from CLEC.

(c) If CLEC performs the Field Survey, CLEC will have locates performed to identify existing subsurface facilities in the requested AT&T 4-STATE ROW.

d) During the Field Survey, any necessary Make Ready Work will be identified

(e) CLEC will select the location it wishes to use within the AT&T 4-STATE rights-of-way subject to approval by the ASAC. Approval will be denied only if necessary for safety, reliability or to meet general engineering principles.

1.8.4 Denial of Access

AT&T 4-STATE will determine if access to ROW can be provided to CLEC and provide notification as detailed in Section 1.6.14.

1.8.5 Make Ready Work

(a) If it is determined from the Field Survey or otherwise that CLEC may have access to AT&T 4-STATE ROW, the ASAC will provide a cost estimate for the Make Ready Work to CLEC to form A1.

(b) CLEC shall return the Billing Authorization (Form A1) to the ASAC within forty-five (45) days of receiving the AT&T 4-STATE cost estimate for the proposed Make Ready Work. If CLEC has not returned the Billing Authorization to the ASAC within the forty-five (45) days, CLEC's request shall be considered expired and CLEC will lose its position in the Queue if there are other parties in the Queue wishing to use the same rights of way, all as provided for in the Process for Queue set forth in Section 1.5 herein.

(c) AT&T 4-STATE shall provide CLEC a date by which the ROW Make Ready Work shall be completed within seven (7) business days of receiving the CLEC Billing Authorization.

1.8.6 Occupancy Permit

(a) Within five (5) business days after completion of the Make Ready Work, AT&T 4-STATE will issue an Occupancy Permit (Form R1) to CLEC.

(b) In accordance with Article 16, Section 16.14, of the Interconnection Agreement, the Occupancy Permit shall expire if CLEC has not placed and put into service its Attachments within one year from the date CLEC receives the Occupancy Permit from AT&T 4-STATE.

1.9 CLEC Installation and Maintenance Standards

1.9.1 General

CLEC workers or contractors may have occasion to work in, on or near AT&T 4-STATE Structure in various circumstances:

(a) When installing or maintaining CLEC facilities

(b) Performing Field Survey work per Sections 1.6.8, 1.7.7, or 1.8.3

(c) Performing Make Ready work per Sections 1.6.16, 1.7.12 or 1.8.5

In all cases :

(a) AT&T 4-STATE must have a designated representative on the job whenever CLEC or its contractors are working in ducts and conduit

(b) When CLEC is going to perform installation, Field Survey, Make Ready, or routine maintenance work, AT&T 4-STATE must be notified 5 business days in advance of CLEC's start date to provide a representative.

(c) Intentionally left blank

(d) CLEC workers or contractors must be fully trained and it is CLEC's responsibility to insure they follow all applicable safety rules and construction standards as listed below.

(e) CLEC will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances encountered by CLEC and its contractors and agents. "Hazardous Substances" includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

(f) When CLEC is allowed to perform Field Survey work, CLEC may subcontract the work to contractors approved by AT&T 4-STATE. Approval of such subcontractors by AT&T 4-STATE shall be based on the same criteria it uses in approving contractors for its own purposes.

(g) The AT&T 4-STATE representative shall have full authority, but not responsibility, to stop any work operations that do not conform to the applicable rules and standards

(h) CLEC shall be responsible to obtain any and all work or construction permits necessary to perform work they will perform

1.9.2 Safety

While working on or in AT&T 4-STATE Structure, all CLEC employees, agents, contractors and representatives must abide by the rules and regulations of the Occupational Safety and Health Act (OSHA) and any governing authority having jurisdiction over the subject matter. CLEC shall be responsible to insure its workers abide by all such applicable safety rules, and the AT&T 4-STATE Representative assigned to the job shall have authority, but not the responsibility, to enforce all such safety rules.

The following list, which is <u>not</u> all inclusive, highlights some specifics:

(a) All workers must wear appropriate attire whenever doing work in or near AT&T 4-STATE manholes to include safety vests, hard hats, etc.

(b) All manholes must undergo air monitoring and proper ventilation before and during manhole entries

(c) Manhole guards must be present at all times while the manhole is open

(d) No smoking is allowed within the vicinity of an open manhole

(e) No open torches are allowed inside or near a manhole

(f) All governmental rules and regulations for traffic control are to be followed

(g) Water must be pumped in a manner to minimize its effect on traffic. Always pump to the nearest drain, and salt should be placed where water touches pavement during freezing temperatures

1.9.3 Protection of Existing Cable Facilities

Whenever working in or near AT&T 4-STATE Structure, all workers are to take all necessary precautions to prevent any damage to any existing cable facilities that are already attached to the Structure. Some common precautions to take are:

(a) Workers shall not step/stand on any communications facilities

(b) Workers shall carry their own ladder (12 to 16 feet is often appropriate) for instances where none is available in the manhole

(c) CLEC will work only on Structure assigned to CLEC.

(d) When any innerduct is opened, it should not be assumed the innerduct is vacant. It must be opened carefully in such a manner to insure any potential cable inside is not damaged in the process.

(e) Should workers encounter air leaks, missing / broken ladders, or other inappropriate manhole situations, these items shall be communicated to the AT&T 4-STATE Representative immediately.

(f) If damage to another party's facilities should occur, the owner of the facility and the AT&T 4-STATE representative are to be immediately notified and all possible arrangements made to allow the facility to repaired as soon as possible. The party causing the damage will be responsible for all costs to repair the facility.

1.9.4 Installation Standards

CLEC's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the:

National Electrical Code (NEC)

National Electrical Safety Code (NESC),

Bellcore - Blue Book , Manual of Construction Procedures, (SR-1421, Dec.,1996, Iss. 2)

(call Bellcore Customer Service - (800)521-2673 to order Blue Book)

1.10 CLEC Attachment Placement - Conduit

1.10.1 AT&T 4-STATE Job Site Representation

An AT&T 4-STATE representative must be on the job site when CLEC is placing or removing its attachments, in AT&T 4-STATE's conduit structure. AT&T 4-STATE must be given a five (5) business day notice in order to provide a representative (at CLEC's expense) on site by CLEC's construction start date. Reasonable and actual charges will be billed to CLEC. AT&T 4-STATE's rates shall be as specified in Article 16 Section 16.17 of this Agreement.

1.10.2 Additional Requirement for CLEC

CLEC must maintain its attachments in accordance with Section 1.9 CLEC Installation and Maintenance Standards of this document.

1.10.3 Modification

Any modification, other than routine maintenance, of CLEC's attachments will require a new Occupancy Permit.

1.11 CLEC Attachment Placement - Poles

CLEC shall obtain an approved Occupancy Permit (Form P1) from the ASAC before placing its attachments on AT&T 4-STATE poles.

1.11.1 Additional Requirement for CLEC

CLEC:

(a) may place only those attachments approved in the Occupancy Permit.

1.11.2

Any modification of the attachment, other than routine maintenance, of the attachment will require a new Occupancy Permit.

1.11.3 Service Wire, Splice and Terminal Mounting

CLEC's service wires, splices, and terminals must be strand-mounted. Service wire attachments do not require an Occupancy Permit.

AT&T 4-STATE will consider a request from CLEC to mount terminals on AT&T 4-STATE poles in a non-discriminatory manner with other attaching parties.

1.12 Maintenance

1.12.1 Maintenance of Conduit

(a) CLEC will be allowed to enter an AT&T 4-STATE Structure with an AT&T 4-STATE representative present, after providing forty-eight (48) hours written notification to AT&T 4-STATE, for scheduling purposes (facsimiles are acceptable), which includes:

(i) manholes to be entered and locations of each manhole

(ii) nature of the proposed work

(iii) and time required for proposed work

(b) In the event of an emergency, that is a service outage, CLEC will be allowed to enter an AT&T 4-STATE structure, provided CLEC notifies AT&T 4-STATE within 12 hours of entering the structure. CLEC will provide details on the nature of emergency, the location, and nature of worked perfomed.

(c) Reasonable and actual charges for the AT&T 4-STATE representative will be billed to CLEC. AT&T 4-STATE's rates will be set forth as specified in Article 16, Section 16.17 of this Agreement.

1.12.2 Poles

CLEC may place (after obtaining an occupancy permit), remove and maintain its pole attachments without the AT&T 4-STATE Representative present, however, CLEC must notify the ASAC prior to entering any structure.

1.12.3 Disaster Recovery - Structures (Fiber, Conduit, Manholes, Pole Attachments, etc.)

For additional information on Structures, the following is included:

The way in which cable and fiber facility restoration activity is prioritized has been by the utilization of the TSP (Telecommunication Service Priority) system. This system was put in place by the 1988 Presidential Executive Order establishing the TSP system. The TSP system is in effect and used for restoration, and will be used in all cases where it applies. TSP services will not pre-empt any Telecommunication Carriers circuits and services required to maintain, monitor, or control, the public switched network (PSN), it's facilities, or other vital assets such as order wires, monitoring and control channels. These circuits and services are the only ones which receive higher priority treatment than TSP. AT&T 4-STATE will in good faith accommodate all involved TC's personnel in simultaneous restorations of out of service circuits. Many activities to restore critical services will occur simultaneously. However, if simultaneous restoration cannot be accommodated the following priority/ranking sequence for access to facilities requiring restoration will be followed:

The TSP system uses the following 10 priorities:

1st Restoration of official services which are vital to the ability of the Telecommunication Carrier to respond to the emergency.

2nd Restoration of essential NSEP services identified with a TSP restoration code of 1.

3rd Restoration of emergency NSEP services identified with a TSP restoration code of "E".

4th Restoration of essential NSEP services identified with a TSP restoration code of 2, 3, ,4, and 5; in order.

5th Services without TSP which are considered to be essential, including federal, state, and local government circuits, police, fire, hospital.

6th Interoffice services for communities which are isolated.

7th Services for customers highly dependent on telecommunication.

8th Other Business services.

9th Residential services.

10th Unassigned Circuits.

The first party to arrive on site (AT&T 4-STATE or CLEC or another TC) should use the following damage site assessment sequence for all cases

(a) Assess the extent of damage.

(b) Determine required work groups.

(c) Determine tools and materials.

(d) Ascertain damaging party information, as indicated on AT&T 4-STATE's form 1140, including photographs if possible.

(e) Document any other pertinent information.

(f) AT&T 4-STATE form 1140 must be submitted to the AT&T 4-STATE Claims Organization within 48 hours of occurrence.

(g) Protect the Public as appropriate.

Once the above facts are gathered, repairs on the cable should begin. Critical situations may require restorations to start prior to all details being gathered.

The method of restoration will be determined by the most practical way to restore all of the involved cables. Generally, in a conduit system, for example, the fibers or cable at the bottom of the group will be restored first. This is a common practice. However, the technicians on site during the assessment phase will be in the best position to determine the MOP (method of procedures) to be followed for restoration.

In all cases, equal access will be provided to AT&T 4-STATE, CLEC and any other TCs whose cables are involved in any restoration activity.

Any parties causing damage will be responsible for all restoration costs. Restoration will be completed according to the TSP priorities, if appropriate.

1.13 Unauthorized Attachments

1.13.1 Unauthorized Attachments

If any of CLEC's communications facilities shall be found attached to AT&T 4-STATE's poles or in AT&T 4-STATE's ducts or conduits for which no Occupancy Permit was issued, AT&T 4-STATE will provide notice to CLEC in writing and CLEC must correct such noncompliance within ninety (90) days of receipt of such notice.

1.13.2 Determination of Applicable Charges

See Article 16, Section 16.14.

1.13.3 No Ratification or Waiver

No act or failure to act by AT&T 4-STATE with regard to said unauthorized use shall be deemed as a ratification or the permitting of the unauthorized use; and if any permit should be subsequently issued, said permit shall not operate retroactively or constitute a waiver by AT&T 4-STATE of any of its rights or privileges under this Agreement or otherwise; provided, however, that CLEC shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

1.14 Fees

1.14.1 Cost Recovery

CLEC will reimburse AT&T 4-STATE for all costs associated with CLEC-related Information Access, Field Survey, Make Ready and Inspection work. Charges will be billed either on an actual cost basis or a fixed charge basis as agreed upon by AT&T 4-STATE and CLEC.

1.14.2 AT&T 4-STATE Cost Estimate

AT&T 4-STATE personnel will estimate the cost to perform any AT&T 4-STATE Structure Records_preparation work, Field Survey, and/or Make Ready Work required to process CLEC's access request. These estimates shall include the engineering time, construction time, contractor cost, material cost and overheads and loadings. CLEC must submit a Billing Authorization prior to the ASAC initiation of any map preparation, Engineering Field Survey or Make Ready Work.

1.14.3 Attachment Rental Fees

In addition to the above, CLEC shall pay any applicable attachment rental fees per the Interconnection Agreement.

1.14.4 Structure Bill True-Up

(a) If billing is a fixed charge, any extras to the original estimate due to requests from CLEC or unforeseen circumstances will be approved by CLEC before they are added to the bill.

(b) If billing is initiated on an actual cost basis, a deposit will normally be required. Therefore, if the deposit exceeds the actual charges, CLEC will be refunded the difference at job completion. If the actual charges exceed the deposit, CLEC will be billed the difference.

(c) If there are questions on any bills, CLEC will send written questions to the ASAC. The ASAC will coordinate with the AT&T 4-STATE departments involved to provide answers to CLEC to resolve the issues.

1.15 Modifications Which Add Capacity to Structure

Part of the Make Ready pursuant to a Structure Access Request, may include modifications to AT&T 4-STATE's Structure which add capacity to the Structure (N*eed to agree and define "adding capacity" - Open Issue)*. All terms surrounding Modification work apply equally to all attaching parties including AT&T 4-STATE. Refer to Issue in Dispute 7-1, Modifications Cost Recovery.

1.15.1 Notification of a Modifications

If a Structure Access Request results in AT&T 4-STATE making modifications that add capacity to AT&T 4-STATE Structure, pursuant to the applicable Interconnection Agreement:

(a) AT&T 4-STATE shall notify all parties who are currently attached to the structure.

(b) These parties will have sixty (60) days to indicate if they wish to participate in the modification.

1.16 Limitations on Structure Access Requests

The availability of AT&T 4-STATE's Structure per CLEC's attachments is subject to Articles 16.1 and 16.3 of Article 16.

1.16.1 Timing of Requests

Requests received after 12:00 p.m. noon, Eastern time will be considered received the following business day for purposes of the Queue.

1.16.2 Limitations of Estimated Intervals

The standard estimated intervals contained herein are based on normal AT&T 4-STATE work loads and do *not* apply to the extent they must be extended due to acts of governmental agencies, strikes and labor action, or Force Majeure as defined in Article 1, Section 1.13.

1.16.3 Limitation of Scope

There will be no limits on engineering requests per office.

1.17 Additional Structure Planning

1.17.1 Meeting to Review Growth Forecast

At the reasonable request of CLEC, the ASAC will meet with CLEC to review a two (2) year forecast of growth requirements for attachments to AT&T 4-STATE Structure.

1.18 Points of Contact

All questions and concerns regarding Structure should be directed to the following contacts:

CLEC/AT&T 4-STATE Contact List

CLEC	**AT&T 4-STATE**
Mark Jozwiak, EVP Access One, Inc. 820 W. Jackson Blvd., Suite 650 Chicago, IL 60607 (312) 441-1000	Betty May AT&T 4-STATE Structure Leasing Coordinator 23500 Northwestern Highway Room E230 Southfield, MI 48075 phone (248) 424-0110 fax (248) 424-0111 [All states]
Mark Jozwiak, EVP Access One, Inc. 820 W. Jackson Blvd., Suite 650 Chicago, IL 60607 (312) 441-1000	ASAC Manager Mike Welch 23500 Northwestern Highway Room E230 Southfield, MI 48075 phone: (248) 424-1370 fax: (248) 424-0111

1.19 Responsibility

Forms used by AT&T 4-STATE Structure Access Center as a means to communicate between AT&T 4-STATE and CLEC can be found at AT&T'S CLEC Online website.

ARTICLE 19
INWARD ASSISTANCE OPERATOR SERVICES

19.1 INTRODUCTION

19.1.1 This Article sets forth terms and conditions for Inward Assistance Operator Services when provided by the Parties to each other. Either Party can decline to provide inward assistance to the other Party.

19.1.2 The prices at which AT&T 4-STATE agrees to provide CLEC Inward Assistance Operator Services are contained in the applicable Pricing Schedule and/or the applicable Commission ordered tariff where stated. AT&T 4-STATE pricing for Inward Assistance Operator Services shall be based on the rates specified in Pricing Schedule. The price set forth in Pricing Schedule is reciprocal and shall be the price AT&T 4-STATE will pay CLEC when AT&T 4-STATE operators utilize the Inward Assistance of CLEC's operator. For SNET, pricing for Inward Assistance Operator Services is non-reciprocal and is based on the rate specified in the applicable Pricing Schedule.

19.2 SERVICES

19.2.1 Where technically feasible and/or available, CLEC's and AT&T 4-STATE' 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.

19.2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.

19.2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

19.3 DEFINITIONS

19.3.1 **"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.

19.3.2 **"Busy Line Verification"** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.

19.3.3 **"Busy Line Verification/ Interrupt" -** A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

19.4 RESPONSIBILITIES OF THE PARTIES

19.4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:

19.4.1.1 It is the responsibility of CLEC to order the necessary facilities to interconnect with AT&T 4-STATE' Operator Assistance switch(es). It is the responsibility of AT&T 4-STATE to provide the necessary facilities to CLEC's point of presence in the local exchange area/LATA to interconnect with CLEC's Operator assistance switches.

19.4.1.2 CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the AT&T 4-STATE Operator assistance switch utilizing MF signaling. Likewise, AT&T 4-STATE will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to CLEC's designated Operator assistance switch.

19.4.2 The Parties will furnish requests for service in writing to each other, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by the Parties. The Parties or their designated operator services providers shall submit Access Service Requests (ASRs) to each other to establish any new interconnection trunking arrangements.

19.4.3 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.

19.5 TOLL CENTER CODES

19.5.1 Toll Center Codes will be used by AT&T 4-STATE' and CLEC's Operators for routing and connecting to each other's Operator assistance switches. These codes are specific to the various AT&T 4-STATE LATAs where the parties Operator Assistance switches are located.

19.5.2 The Parties Operator Services will require a Toll Center Code for the Parties Operator Services assistance switch. This code will be the routing code used for connecting the AT&T 4-STATE Operator to the CLEC Operator on an Inward basis.

19.5.3 If either Party requires establishment of a new Toll Center Code, the Party shall do so by referencing the Local Exchange Routing Guide (LERG).

19.6 INTENTIONALLY LEFT BLANK

19.7 MONTHLY BILLING

19.7.1 AT&T 4-STATE will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to AT&T 4-STATE and remittance in full will be due within thirty (30) days of receipt.

19.8 LIABILITY

19.8.1 The Parties agree to defend and hold harmless each other from any and all losses, damages, or other liability including attorneys' fees that the indemnified Party may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the use by the indemnifying Party's operator of Inward Assistance Operator Services on the behalf of the such indemnified Party's end users. The indemnifying Party shall defend against all end user claims just as if the operator of the indemnifying Party had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both Parties.

19.8.2 Each Party also agrees to release, defend and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by the employees and equipment of the Party associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

19.9 TERMS OF THIS ARTICLE

19.9.1 This Article will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Article is attached or twelve (12) months, whichever occurs later, either Party may terminate this Article upon one hundred-twenty (120) calendar days written notice to the other Party.

19.9.2 If the Parties terminate this Article prior to the expiration of the term of this Appendix, the terminating Party shall pay the other Party, within thirty (30) days of the issuance of any bills by the other Party, all amounts due for actual services provided under this Article, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by the Parties pursuant to this Article prior to its termination.

19.9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Pricing Schedule.

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

CITY	NPA-NXX	LATA

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

ARTICLE 21
INTERCARRIER COMPENSATION
(INCLUDING RECIPROCAL COMPENSATION)

21.1 Introduction

21.1.1 This Article sets forth the terms and conditions for classification of traffic exchanged between CLEC and AT&T 4-STATE, and the related terms and conditions for mutual compensation. The provisions of this Article do not apply to traffic originated over services provided under local Resale service.

21.2 Transmission And Routing Of Telephone Exchange Service Traffic Relevant To Compensation

21.2.1 The Telecommunications traffic exchanged between CLEC and AT&T 4-STATE will be classified as Local Calls, Transit Traffic, FGA Traffic, Foreign Exchange (FX) Traffic, IntraLATA Toll Traffic, or interLATA Toll Traffic. Local Calls are defined in Section 21.2.7.

21.2.2 The Parties agree that this Article governs the exchange, routing and rating of all ISP-bound traffic between ILEC and CLEC in this state. The term "ISP-bound Traffic" shall be given the same meaning as found in the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "FCC's Interim ISP Compensation Order") and the Telecommunications Act of 1996. For purposes of this Agreement, ISP-bound traffic will be compensated and billed in accordance with Section 21.5.

21.2.3 Subject to Section 21.3.6, below, the Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (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 Users' (and not a Party's test) traffic.

21.2.4 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 21.5 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 Section 1.3 of Article 1, General Terms and Conditions. All Exchange Access traffic

shall continue to be governed by the terms and conditions of applicable state, federal and NECA tariffs.

21.2.5 Intentionally not used.

21.2.6 Intentionally not used.

21.2.7 "Local Calls," for purposes of intercarrier compensation, is traffic where all calls originate and terminate within the same common local and common mandatory local calling area, i.e., within the same or different Indiana, Michigan, Ohio, or Wisconsin ILEC Exchange(s) that participate in the same common local or common mandatory local calling area approved by the Indiana, Michigan, Ohio, or Wisconsin Commission. Local Calls must actually originate and actually terminate to End Users physically located within the same common local or common mandatory local calling area. The Parties agree that, notwithstanding the classification of traffic under this Article, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users but as for reciprocal compensation purposes the local calling area is determined by state commission.

21.2.8 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area within operating areas where AT&T 4-STATE is the ILEC but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or FX Traffic and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation. The compensation arrangement for FX Traffic is “Bill and Keep”. “Bill and Keep” refers to an arrangement in which neither Party charges the other for terminating traffic that originates on the other network. To the extent that ISP-bound Traffic is provisioned via a FX Traffic arrangement, such ISP-bound Traffic is subject to the compensation mechanism of Bill and Keep. “Foreign Exchange (FX) Traffic” shall refer to any and all traffic associated with FX Services. “FX Services” are retail offering(s) purchased by end users which allow such FX end users to obtain exchange service from a different mandatory local calling area within the same LATA other than the one where the FX customer is physically located in the same mandatory local calling area within the same LATA where the FX customer is physically located but outside of the operating areas where AT&T 4-STATE is the ILEC. FX Services enable particular end-user customers to avoid what might otherwise be IntraLATA toll charges between the FX customer’s physical location and customers in the foreign exchange. FX Services also permit an end user physically located in one exchange to be assigned telephone numbers resident in a Central (or End) Office in another, “foreign,” exchange, thereby creating a local presence in the “foreign” exchange. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier’s tariffed Switched Exchange rates (also known as “Meet Point

Billed" compensation). FX Telephone Numbers" are those telephone numbers with different rating and routing points relative to a given a mandatory local calling area.

21.2.9 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.

21.3 Responsibilities Of The Parties

21.3.1 Each Party to this Article will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

21.3.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call originated by one Party being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

21.3.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

21.3.4 Where SS7 connections exist, all local/intraLATA calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for the preceding quarter, utilizing a PLU factor determined in accordance with Section 21.15.1 of this Article. If the percentage of local/intraLATA calls passed with CPN is less than ninety percent (90%) for a given month, the terminating Party will inform the originating Party that the CPN percentage has fallen below the targeted 90%. The Parties will coordinate and exchange data as necessary to determine the cause of the failure and to assist in its correction. After notice is received, if the originating Party remains out of compliance for a period of 90 days or is unable to remain in compliance for 90 days, the terminating Party has the right to initiate a complaint with the Indiana, Michigan, Ohio, or Wisconsin Commission.

21.3.5 Where the Parties are performing a transiting function as defined in Section 6.1, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function cannot forward the CPN and will not be billed as the default originator, however in the event either Party indicates to the other Party that unidentified transit traffic volume has become significant, the Parties agree to work together to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

21.3.5.1 The type of originating calling party number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used

with Multi-Frequency (MF) signaling, and Automatic Number Identification (ANI) will be sent either from the originating Parties end office switch to the terminating Parties tandem or end office switch.

21.3.6 Consistent with the requirements of the billing attachment of this Agreement, each Party will calculate reciprocal compensation minutes of use (MOU's) based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party. MOUs for the rates contained herein will be measured in seconds by call type and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

21.3.7 Intentionally Left Blank.

21.4 Reciprocal Compensation - Reciprocal Compensation pursuant to this Article applies for the transport and termination of local traffic billable by AT&T 4-STATE or CLEC for Local Calls terminated on their respective networks when both Parties are facilities-based providers The rate elements described in Sections 21.4.1 – 21.4.4 below are applicable by AT&T 4-STATE for Local Calls originated on CLEC's network and terminated on AT&T 4-STATE's network. AT&T 4-STATE has four applicable reciprocal compensation rate elements, i.e., End Office Local Termination, Tandem Switching, Tandem Transport Termination and Tandem Transport Facility Mileage. The rate element applicability by CLEC for Local Calls originated on AT&T 4-STATE's network and terminated on CLEC's network is as described in Section 21.4.5 below.

21.4.1 End Office Local Termination

- The End Office rate provides local end office switching and end user termination functions necessary to complete the transmission of switched communications to and from the end users served by the local end office.

- The End Office Local Termination rate element provides for local end office switching, i.e., the common switching functions (functions include transmission, reception, monitoring, routing and testing) associated with the various switching arrangements.

- The End Office Local Termination rate is assessed on a per minute of use basis to end office routed minutes.

21.4.2 Tandem Switching

- Tandem Switching is the facility that provides the function of connecting trunks to trunks for the purpose of completing interoffice calls.

- The Tandem Switching rate is assessed on a per minute basis for all switched minutes that are transported over tandem-switched transport services.

21.4.3 Tandem Transport Termination

- The Tandem Transport Termination rate element includes the non-distance sensitive portion of switched transport and is assessed on a per minute of use basis.

21.4.4 Tandem Transport Facility Mileage

- The Tandem Transport Facility Mileage rate includes the distance sensitive portion of switched transport and is assessed on a per minute of use per mile basis.

21.4.5 For Local Calls originated on AT&T 4-STATE's network and terminated on CLEC's network, the rate for End Office Local Termination shall be a single combined rate which includes the elements and associated rates described in Sections 21.4.1 – 21.4.4, above, assuming an average facility mileage of 10 miles.

21.4.6 Both AT&T 4-STATE and CLEC rates are as set forth in the Pricing Schedule. Any adjustment to AT&T 4-STATE's reciprocal compensation rates during the term of the Agreement will result in a concomitant adjustment to CLEC's combined rate.

21.5 FCC Interim ISP Compensation Offer

21.5.1 On or before August 10, 2003, AT&T 4-STATE made an offer to all telecommunications carriers in Indiana, Michigan, Ohio, and Wisconsin (the "Offer") to exchange on and after September 1, 2003 all Section 251 (b)(5) Traffic and all ISP-bound Traffic pursuant to the terms and conditions of the FCC terminating compensation plan of the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "FCC's Interim ISP Compensation Order"). CLEC accepts AT&T 4-STATE's offer to exchange all Section 251(b)(5) Traffic and all ISP-bound Traffic. AT&T 4-STATE and CLEC hereby agree that the following rates, terms and conditions in Sections 21.5.2-21.5.8, below shall apply to the exchange of all ISP-bound traffic and all Section 251(b)(5) Traffic as of September 1, 2003 and for the remaining term of this Agreement. The term "ISP-bound Traffic" shall be given the same meaning as found in the FCC's Interim ISP Compensation Order and the Telecommunications Act of 1996.

21.5.2 Intercarrier Compensation for ISP-bound Traffic and Section 251(b)(5) Traffic (Reflects acceptance of offer to Exchange all ISP-bound Traffic and All Section 251(b)(5) Traffic at the FCC Interim ISP Terminating Compensation Plan Rate)

21.5.2.1 The rates, terms, conditions in Sections 21.5.2 through 21.5.8 apply to the termination of all ISP-bound Traffic, as defined in Section 21.5.1, and all Section 251(b)(5) Traffic, and all ISP-bound Traffic is subject to the growth caps and new market restrictions stated in Sections 21.5.3 and 21.5.4 below.

21.5.2.2 The Parties agree to compensate each other for the transport and termination of ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at $.0007 per minute of use.

21.5.2.3 Payment of Intercarrier Compensation on ISP-bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

21.5.3 ISP- bound Traffic Growth Cap

21.5.3.1 On a calendar year basis, as set forth below, each Party agrees to cap its overall ISP-bound Traffic minutes of use based upon the 1st Quarter 2001 ISP minutes for which that Party was entitled to compensation under its Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule:

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound Traffic minutes, times 4, times 1.10
Calendar 2002	Year 2001 compensable ISP-bound Traffic minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound Traffic minutes
Calendar Year 2004 and thereafter	Year 2002 compensable ISP-bound Traffic minutes

21.5.3.2 Neither Party may fail to pay reciprocal compensation for ISP-bound Traffic to the other Party based on the application of the foregoing growth caps until the aggregate amount of ISP-bound Traffic billed by the other Party exceeds the applicable maximum number of minutes of ISP-bound Traffic that may be compensated for the entire year. Notwithstanding anything contrary herein, in Calendar Year 2003, the Parties agree that ISP-bound Traffic exchanged between the parties during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether CLEC has exceeded the growth caps for Calendar Year 2003.

21.5.3.3 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. Bill and Keep refers to an arrangement in which neither of two interconnecting parties charges the other for terminating traffic that originates on the other party's network.

21.5.4 Bill and Keep for ISP-bound Traffic in New Markets

21.5.4.1 This Agreement is subject to the provisions of Paragraph 81 of the FCC's Interim ISP Compensation Order; provided, however, the Parties disagree what constitutes a market for purposes of the bill and keep provisions of Paragraph 81. CLEC specifically disputes that the new market restrictions of Paragraph 81 would ever apply to CLEC in the state of Indiana, Michigan, Ohio, or Wisconsin because, among other things, CLEC has a state-wide interconnection agreement for those states. AT&T 4-STATE disagrees with CLEC's interpretation of Paragraph 81. To the extent that AT&T 4-STATE believes that CLEC's ISP-bound Traffic is subject to bill and keep under Paragraph 81, AT&T 4-STATE shall notify CLEC and the Parties shall negotiate in good faith to reach agreement on the treatment of such ISP-bound Traffic within thirty (30) days of such notice. If the Parties are unable to reach agreement on the treatment of such traffic under Paragraph 81 within such thirty-day period, either Party may submit such dispute to the appropriate regulatory or judicial authority for determination. Both Parties reserve the right to advocate their respective positions relating to Paragraph 81 before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

21.5.5 Growth Cap and New Market Bill and Keep Arrangements

21.5.5.1 Wherever Bill and Keep for ISP-bound Traffic is the traffic termination arrangement between CLEC and AT&T 4-STATE, both Parties shall segregate the Bill and Keep traffic from other compensable 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.

21.5.5.2 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

21.5.6 ISP-bound Traffic Rebuttable Presumption

21.5.6.1 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 and growth cap terms in this Article 21, Section 5. Specifically, all 251(b)(5) Traffic (which includes traffic exchanged where CLEC is using unbundled local switching with shared transport (ULS-ST) provided by AT&T 4-STATE) and ISP-bound Traffic that is terminated by one Party for the other Party pursuant to this Agreement 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 this Agreement within that month shall be presumed to be ISP-bound Traffic.

21.5.6.2 Either party has 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.

21.5.7 Billing

21.5.7.1 For purposes of this Section 21.5.7.1, all Section 251(b)(5) traffic and all ISP-bound Traffic shall be referred to as "Billable Traffic." 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 FCC interim ISP terminating compensation rate set forth in Section 21.5.2.2 above and (ii) the amount of such traffic subject to Bill and Keep in accordance with Sections 21.5.3 and 21.5.4 above. The Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Article 21, Section 5 and the FCC interim ISP terminating compensation plan.

21.5.8 CLEC and AT&T 4-STATE agree that nothing in this Agreement is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Agreement shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not 251 (b)(5) Traffic subject to reciprocal compensation. Both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

21.6 Transit Traffic Compensation

21.6.1 The Transit Rate element applies when one Party sends Local or expanded local area traffic to a third party network through the other Party's tandem. The originating Party is responsible for payment of the Transit Rate. The Transit Rate element is only applicable when calls do not terminate to the other Party's End User. The Transit Rate is specified in the Pricing Schedule to this Agreement.

21.6.2 The Parties agree to request agreement with third party Telecommunications Carriers in accordance with Article 4, Section 4.3.18. In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party against any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the

terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

21.6.3 In the event CLEC indicates to AT&T 4-STATE that unidentified transit traffic volume has become significant, AT&T 4-STATE agrees to work with CLEC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

21.6.3.1 The transiting Party will pass the original and true CPN if it is received from the originating third party.

21.6.4 Meet-Point Billing compensation arrangements are specified at Section 27.9 of Article 27.

21.7 Segregating and Tracking FX Traffic

21.7.1 In order to ensure that FX Traffic is being properly 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 usage month.

21.7.1.1 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 other agreed method of estimating the FX Traffic to be assigned the PFX.

21.8 Intentionally left blank.

21.9 INTRALATA 800 TRAFFIC

21.9.1 Where an 8YY call originates from one Party and terminates on the network of the other Party (as the 8YY service provider) the Parties agree that the call will be treated as local or intraLATA toll, as applicable, for purposes of compensation pursuant to this Agreement.

21.9.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for End User 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 billable record to the terminating Party, the originating Party will not bill the terminating Party for this traffic.

21.9.3 Intentionally not used.

21.9.4 Traffic exchanged between the Parties pursuant to Section 21.9.1, and associated query charges are billed to and paid for by the called or terminating 800 Service Provider, regardless of which Party performs the 800 query.

21.10 Intentionally left blank.

21.11 Intentionally left blank.

21.12 IntraLATA Interexchange Traffic Compensation

21.12.1 For intrastate intraLATA toll service traffic, 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 not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located, unless CLEC's Intrastate Access Service Tariff are based on its documented actual costs for terminating toll traffic. CLEC is required to provide AT&T 4-STATE with 30 days notice of a proposed change in its access tariffs and to provide AT&T 4-STATE with the opportunity to have its cost experts inspect the documentation used to justify its rates. If AT&T 4-STATE does not request and perform a record inspection, the rates go into effect. If AT&T 4-STATE protests rates after inspecting CLEC's documentation, the issue will be resolved pursuant the dispute resolution provisions. 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 not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located, unless CLEC's Intrastate Access Service Tariff are based on its documented actual costs for terminating toll traffic. CLEC is required to provide AT&T 4-STATE with 30 days notice of a proposed change in its access tariffs and to provide AT&T 4-STATE with the opportunity to have its cost experts inspect the documentation used to justify its rates. If AT&T 4-STATE does not request and perform a record inspection, the rates go into effect. If AT&T 4-STATE protests rates after inspecting CLEC's documentation, the issue will be resolved pursuant the dispute resolution provisions.

21.13 Billing For Mutual Compensation

21.13.1 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in Sections 21.2 and 21.3.6 above, and as provided for in Article 27 Comprehensive Billing of this Agreement.

21.14 Intentionally Left Blank

21.15 Application Of Factors

21.15.1 For usage based charges associated with local and intraLATA toll traffic carried over local interconnection trunks, the percentage of local usage (PLU) will be calculated by the traffic originating Party by dividing identifiable local MOU delivered to the other Party for termination by the total identifiable local and intraLATA toll MOU delivered to that Party for termination on the local interconnection trunks. Identifiable local and intraLATA toll MOU will be determined based on the originating Party's network AMA recordings for the preceding three month period. The calculation will be made and the PLU adjusted, if appropriate, on a quarterly basis utilizing those recordings or a statistically valid sample of recordings from that period. For purposes of this section, a statistically valid sample will be (i) any mutually agreeable sampling method or (ii) a sample consisting of 100% of the traffic for all NPA-NXXs for a 24-hour period covering one Wednesday in the data quarter. The terminating Party will apply the PLU to terminating traffic carried over local interconnection trunks where CPN is not available until it is replaced by an adjusted PLU for the succeeding quarter, and subject to the requirements of Section 21.3.4 of this Article concerning CPN obligations. This factor calculation shall be subject to the audit provisions of Article 1, Section 32.8.

ARTICLE 22
OPERATOR SERVICES AND DIRECTORY SERVICES

22.1 Operator Services & Directory Services. CLEC may obtain Operator Services and Directory Assistance (OS/DA) from AT&T 4-STATE pursuant to this Agreement at the market-based terms and conditions set forth in Article 22. Should CLEC choose to use AT&T 4-STATE OS/DA services included in Article 22, the Parties will mutually agree to the rates for such services. For any OS/DA rate not set forth in the Pricing Schedule, until rates are agreed to, and the contract is updated to reflect those rates, CLEC shall not buy OS/DA services from Article 22.

Notwithstanding the provisions of Article 22, nothing in this Agreement shall derogate, limit or alter CLEC's right to purchase OS and/or DA at TELRIC rates pursuant to any AT&T 4-STATE tariff. The parties recognize that AT&T 4-STATE makes OS/DA available as UNEs at TELRIC rates pursuant to tariff as of the Effective Date.

In the event AT&T 4-STATE lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement but AT&T 4-STATE remains obligated by the Illinois Commerce Commission to make OS/DA available as UNEs pursuant to interconnection agreements, the parties shall treat this occurrence as a Change in Law event under Article 1, Section 1.3 of this Agreement and negotiate an appropriate amendment within 60 days. If CLEC is purchasing OS and DA as UNEs from an AT&T 4-STATE tariff at the time AT&T lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement yet remains obligated to provide OS and DA as UNEs at Commission-approved TELRIC rates, AT&T 4-STATE shall continue to provide OS and DA to CLEC as UNEs at Commission-approved rates, terms and conditions until such time as the Illinois Commerce Commission approves the parties' amendment and such amendment becomes effective.

22.2 Operator Services. Operator Services consist of the following services.

22.2.1 Manual Call Assistance - manual call processing with operator involvement for the following:

(a) Calling card - the Customer dials 0+ or 0 - and provides operator with calling card number for billing purposes.

(b) Collect - the Customer dials 0+ or 0 - and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

(c) Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.

(d) Operator assistance - providing local and intraLATA operator assistance for the purposes of:

(1) assisting Customers requesting help in completing calls or requesting information on how to place calls;

(2) handling emergency calls;

(3) handling person-to-person calls.

(e) Operator Transfer Service ("OTS") - calls in which the Customer dials "0", is connected to an AT&T 4-STATE operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXC's digit carrier identification code to route the Customer to the requested IXC's point of termination.

(f) BLV - Service in which operator verifies a busy condition on a line.

(g) BLVI - service in which operator, after verifying a busy line, interrupts the call in progress.

22.2.2 This section intentionally left blank

22.2.3 Line Information Database ("LIDB") Validation - mechanized queries to a LIDB for billing validation.

22.2.4 Intentionally left blank.

22.2.5 CALL BRANDING

22.2.5.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.

22.2.5.2 Where technically feasible and/or available, AT&T 4-STATE will brand OS in CLEC's name based upon the criteria outlined below:

22.2.5.2.1 Where AT&T 4-STATE provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where AT&T 4-STATE is only providing OS on behalf of CLEC, the calls will be branded.

22.2.5.2.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

22.2.5.2.3 AT&T 4-STATE – CLEC will provide written specifications of its company name to be used by AT&T 4-STATE to create CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

22.2.5.2.4 CLEC purchasing AT&T 4-STATE unbundled local switching is responsible for maintaining CLEC's End User customer records in AT&T 4-STATE Line Information Database (LIDB).

22.2.5.3 Branding Load Charges

22.2.5.3.1 AT&T 4-STATE – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by AT&T 4-STATE on behalf of CLEC when such services are provided in conjunction with the purchase of AT&T 4-STATE unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

22.2.6 OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

22.2.6.1 An AT&T 4-STATE database referenced by an AT&T 4-STATE Operator for CLEC OS specific Reference/Rater information based upon the criteria.

22.2.6.2 Where technically feasible and/or available, AT&T 4-STATE will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

22.2.6.2.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

22.2.6.2.2 CLEC will inform AT&T 4-STATE, via the Operator Services OS/DA Questionnaire (OSQ) of any changes to be made to Reference/Rater information

22.2.6.2.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's OS Reference or Rater information.

22.2.6.2.4 When an AT&T 4-STATE Operator receives a rate request from an CLEC End User, AT&T 4-STATE will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

22.3 Directory Assistance. Directory Assistance ("DA") service shall consist of the following services.

22.3.1 Directory Assistance - those calls in which the Customer dial digits designated by CLEC to obtain Directory Assistance for local numbers located within his/her NPA. Two listings will be provided per call.

22.3.2 Branding:

22.3.2.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

22.3.2.2 Where technically feasible and/or available, AT&T 4-STATE will brand DA in CLEC's name based upon the criteria outlined below:

22.3.2.2.1 Where AT&T 4-STATE provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where AT&T 4-STATE is only providing DA service on behalf of CLEC, the calls will be branded.

22.3.2.2.2 CLEC's name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

22.3.2.2.3 CLEC will provide written specifications of its company name to be used by AT&T 4-STATE to create CLEC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

22.3.2.2.4 CLEC purchasing AT&T 4-STATE unbundled local switching is responsible for maintaining CLEC's End User customer records via appropriate input methods in AT&T 4-STATE Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

22.3.2.3 Branding Load Charges:

22.3.2.3.1 An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by AT&T 4-STATE on behalf of CLEC when such services are provided in conjunction with the purchase of AT&T 4-STATE unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement. If OS and DA branding are loaded at the same time, one initial charge applies to both.

22.3.3 DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

22.3.3.1 An AT&T 4-STATE database referenced by an AT&T 4-STATE Operator for CLEC DA specific information as provided by CLEC such as it's business office, repair and DA rates.

22.3.3.2 Where technically feasible and/or available, AT&T 4-STATE will provide CLEC DA Reference/Rater information based upon the criteria outlined below:

22.3.3.2.1 CLEC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

22.3.3.2.2 CLEC will inform AT&T 4-STATE via the Operator Services OS/DA Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

22.3.3.2.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's DA Services Reference or Rater - information.

22.3.3.2.4 Where technically feasible and/or available, when an AT&T 4-STATE Operator receives a rate request from an CLEC End User, AT&T 4-STATE will quote the applicable DA rates as provided by CLEC.

22.3.3.3 National Directory Assistance - A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to CLEC End Users.

22.3.3.4 Information Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit ("ARU") the option of having an intraLATA call completed by pressing a specific digit on a touch tone telephone.

22.4 REVERSE DIRECTORY ASSISTANCE (RDA)

22.4.1 AT&T 4-STATE **–** An informational service. Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.

22.5 Rate Application. AT&T 4-STATE shall bill CLEC the applicable rates on a monthly basis, in accordance with the Pricing Schedule.

22.6 LIABILITY

22.6.1 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 performance under this Appendix.

22.6.2 CLEC also agrees to release, defend, indemnify, and hold harmless AT&T 4-STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by AT&T 4-STATE employees and equipment associated with provision of the OS and DA Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services and Directory Assistance.

22.7 TERMS OF SCHEDULE

22.7.1 If CLEC elects to have AT&T 4-STATE provide either OS service or DA service, CLEC agrees that due to quality of service and work force scheduling, AT&T 4-STATE will be the sole provider of OS or DA for CLEC's local serving area(s), during the agreed to contract terms specified in Section 22.7 of this Article. CLEC may choose AT&T 4-STATE to provide OS/DA service by individual AT&T 4-STATE Operator Services switch, or for all Operator Services switches in Illinois.

22.7.2 If CLEC chooses to use AT&T 4-STATE OS/DA services, CLEC must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to AT&T's OS/DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of AT&T 4-STATE OS/DA services upon one hundred-twenty (120) days advance written notice to AT&T 4-STATE.

22.7.3 This Article will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. Either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party, once CLEC has subscribed to the service for a minimum of 12 months.

22.7.4 If CLEC terminates this Schedule prior to the expiration of the term of this Article, CLEC shall pay AT&T 4-STATE, within thirty (30) days of the issuance of any bills by AT&T 4-STATE, all amounts due for actual services provided under this Article, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by AT&T 4-STATE pursuant to this Schedule prior to its termination. However, if CLEC has fulfilled the twelve (12) month minimum service

requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

ARTICLE 23
SS7

23.1 INTRODUCTION

23.1.1 This Article sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. CCS/SS7 is composed of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Article provides for CCS/SS7 functionality and translations to support SS7 based services and applications.

23.2 SERVICE DESCRIPTION

23.2.1 <u>SS7 Transport</u>

23.2.1.1 SS7, as defined in this Article, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined below outlines the requirements by for interLATA signaling.

23.2.1.2 In AT&T 4-STATE , due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from an AT&T 4-STATE pair of designated Gateway STPs (i.e., a mated pair) to another AT&T 4-STATE pair of STPs within the same state only. The screening of messages provides for CLEC designation of signaling points associated with CLEC and controls which messages may be allowed by AT&T 4-STATE STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

23.2.1.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of AT&T 4-STATE's STP.

23.2.2 Dedicated Signaling Links

23.2.2.1 Dedicated Signaling Links provide interconnection to AT&T 4-STATE's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the AT&T 4-STATE STP mated pair. The CLEC designated Signaling Point of Interconnection (SPOI) is always collocated in the AT&T 4-STATE STP serving office. This means of collocation is required in AT&T 4-STATE for access to the AT&T 4-STATE STP. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the AT&T 4-STATE STP to which the link is connected. Dedicated Signaling Links are available to CLEC for its use in furnishing SS7-based services or applications to its end users or other users of SS7 signaling information.

23.2.3 Dedicated Signaling Links include the following elements:

23.2.3.1 SS7 Link Cross Connect

23.2.3.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the AT&T 4-STATE STP building and connects the STP Port Termination to the CLEC SPOI.

23.2.3.2 STP Port Termination

23.2.3.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an AT&T 4-STATE STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at an AT&T 4-STATE STP.

23.2.3.3 STP Access Link

23.2.3.3.1 The STP Access Link provides a 56-kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP building location.

23.2.4 CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the AT&T 4-STATE STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

23.2.5 CLEC shall identify to AT&T 4-STATE the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location AT&T 4-STATE shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

23.2.6 When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CLEC acknowledges that the

performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

23.2.7 Dedicated Signaling Links are subject to AT&T 4-STATE compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE. In AT&T 4-STATE, SBC-TP-000-000-001 SS7 Interconnection, will apply in addition to the document referenced above. Should AT&T 4-STATE make any changes to SBC-TP-000-000-001, AT&T 4-STATE will send the TP to CLEC 120 days prior to implementation of such changes for CLEC's review and comment. Each individual set of links from the CLEC switch to the AT&T 4-STATE STP will require a pre- ordering meeting to exchange information and schedule testing for certification by AT&T 4-STATE .

23.2.8 Dedicated Signaling Links Technical Requirements

23.2.8.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

23.2.8.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

23.2.8.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

23.2.8.2 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CLEC purchase of an AT&T 4-STATE dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

23.2.8.3 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the AT&T 4-STATE SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.

23.2.8.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. AT&T 4-STATE will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

23.2.8.5 When CLEC requests that AT&T 4-STATE add a Signaling Point Code (SPC), CLEC will identify to AT&T 4-STATE the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in the Pricing Schedule.

23.2.8.6 CLEC will notify AT&T 4-STATE in writing thirty (30) days in advance of any material change in CLEC's use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

23.2.9 Signaling Transfer Points (STPs)

23.2.9.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

23.2.9.2 Intentionally left blank

23.2.9.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC. In AT&T 4-STATE this arrangement will only be provided for STPs located in the same state. In AT&T 4-STATE the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages.

23.2.9.4 Where available, Common Control Signaling or Common Channel Interoffice Signaling ("CCS/CCIS") signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks to handle local traffic and toll traffic. Each Party shall supply Calling Party Number ("CPN") within the SS7 signaling message, if available.

23.2.10 STP Technical Requirements

23.2.10.1 STPs will provide signaling connectivity to the following network elements connected to the AT&T 4-STATE SS7 network: AT&T 4-STATE Local Switching or Tandem Switching; AT&T 4-STATE Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

23.2.10.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the AT&T 4-STATE STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the AT&T 4-STATE SS7 Network. The Parties will identify to each other the GTT type information for message routing.

23.2.11 Interface Requirements

23.2.11.1 AT&T 4-STATE will provide STP interfaces to terminate A-links, B-links, and D-links.

23.2.11.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. AT&T 4-STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the AT&T 4-STATE STPs.

23.2.11.3 AT&T 4-STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the AT&T 4-STATE STPs.

23.3 MANNER OF PROVISIONING

23.3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

23.3.2 <u>SS7 Transport</u>

23.3.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the AT&T 4-STATE STPs. AT&T 4-STATE shall provide information to CLEC on the routes and signaling point codes served by the AT&T 4-STATE STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

23.3.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the AT&T 4-STATE "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from an AT&T 4-STATE "regional" STP pair to another AT&T 4-STATE STP pair.

23.3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which AT&T 4-STATE has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When AT&T 4-STATE does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other AT&T 4-STATE pairs of STPs, until ordered. When AT&T 4-STATE or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the AT&T 4-STATE signaling network pursuant to the standard requirements of the SS7 protocol.

23.3.3 Disputes concerning the association of a signaling point among specific link sets associated with an AT&T 4-STATE mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

23.3.4 Dedicated Signaling Links

23.3.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to AT&T 4-STATE to allow AT&T 4-STATE to translate AT&T 4-STATE STPs. The information shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.

23.3.4.2 Signaling links from AT&T 4-STATE mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:

23.3.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

23.3.4.2.2 "B" Link Sets from CLEC's STPs that are connected to AT&T 4-STATE's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

23.3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

23.3.4.4 A pre-order meeting will define the AT&T 4-STATE facility availability and the degree of diversity in both the AT&T 4-STATE physical network and the CLEC physical network from signaling point to signaling point for the link.

23.3.4.5 When CLEC requires a STP Access Link, CLEC and AT&T 4-STATE shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

23.3.4.6 All applicable signaling point codes for each signaling link must be installed at each of AT&T 4-STATE's interconnecting STPs.

23.3.4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. AT&T 4-STATE makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-AT&T 4-STATE signaling points.

23.3.4.8 Provisioning of the SS7 Service is in accordance with SBC-TP-000-000-001 SS7 Interconnection and GR-905-CORE.

23.4 RESPONSIBILITIES OF AT&T 4-STATE

23.4.1 AT&T 4-STATE shall manage the network and, at its sole discretion, apply protective controls, provided that AT&T 4-STATE promptly notifies CLEC of the application of such controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of AT&T 4-STATE or CLEC facilities, natural disasters, mass calling or national security demands.

23.4.2 AT&T 4-STATE shall determine the GTT route for messages routed to GTT, which are associated with AT&T 4-STATE signaling points.

23.4.3 AT&T 4-STATE shall define regional functions and local functions of its STPs. AT&T 4-STATE will route ISUP messages within the AT&T 4-STATE signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

23.4.4 AT&T 4-STATE shall route messages generated by the action of CLEC throughout the AT&T 4-STATE signaling network as specified within this Article. The content of the messages is for the use of signaling points of origination and destination. AT&T 4-STATE will not use any information within messages for any purpose not required by or related to the use of the AT&T 4-STATE signaling network. AT&T 4-STATE will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the AT&T 4-STATE signaling network or as may be required by law.

23.5 RESPONSIBILITIES OF CLEC

23.5.1 CLEC shall identify to AT&T 4-STATE the SPC(s) associated with the CLEC set of links.

23.5.2 CLEC shall identify to AT&T 4-STATE the GTT information for messages that route to CLEC.

23.5.3 When routing messages addressed to an AT&T 4-STATE Subsystem Number (SSN), CLEC shall use the AT&T 4-STATE defined SSN designation of the AT&T 4-STATE mated STP pair to which the message is routed.

23.5.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the “privacy indicator" information, when ISUP Initial Address Messages are interchanged with the AT&T 4-STATE signaling network.

23.5.5 CLEC shall furnish to AT&T 4-STATE, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling

network. The forecast shall include total annual volume and busy hour busy month volume. AT&T 4-STATE shall utilize the forecast in its own efforts to project further facility requirements.

23.5.6 CLEC shall inform AT&T 4-STATE in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to AT&T 4-STATE's network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change

23.6 BONAFIDE REQUEST PROCESS

23.6.1 Any request for SS7 service not addressed within this Article may be submitted to AT&T 4-STATE via the Bonafide Request ("BFR") process set forth in this Agreement.

23.7 DESCRIPTION OF RATE ELEMENTS

23.7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage, and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an AT&T 4-STATE end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

23.7.1.1 Peer-to Peer interconnection of SS7 networks requires, separate from any access arrangement, STP B-Link quad interfaces at the CLEC designated POI to each AT&T 4-STATE STP in each LATA for the Parties exchange of Local ISUP SS7 Signaling Messages associated with Local Calls. "Local ISUP SS7 Signaling Messages" means local traffic Calls between CLEC's local end users only and AT&T 4-STATE local end users that originate or terminate in the same local calling area.

23.7.1.2 If the Parties implement the SS7 Interconnection in this agreement exchanging Local ISUP SS7 Signaling Messages and CLEC owns a substantially similar SS7 network to AT&T 4-STATE SS7 network, that CLEC uses for such exchange, then each party will pay for all SS7 elements in their respective networks on their side of the POI. No additional compensation associated with SS7 signaling will apply. All compensation for transport and termination for local call setup for both parties network will be recovered in the reciprocal compensation section of this agreement. A "substantially similar SS7 network" means an SS7 network interconnected on a "B" link basis in each LATA, including, without limitation, signaling links, STPs, and signaling (originating and destination) points, all of which are combined to form a "signaling network" utilized to transfer signaling messages between a Party's switches and the switches of the other Party and one or more third parties. Signaling messages delivered to AT&T 4-STATE from CLEC must be associated with Authorized Services traffic originating on CLEC's network.

23.7.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

23.7.3 Signal Formulation

23.7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the AT&T 4-STATE tandem for CLEC to AT&T 4-STATE terminated calls

23.7.4 Signal Transport

23.7.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the AT&T 4-STATE end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the AT&T 4-STATE end office (excluding LIDB and 800 Access Service).

23.7.5 Signal Switching

23.7.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

23.7.6 Signal Tandem Switching

23.7.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an AT&T 4-STATE STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

ARTICLE 27
COMPREHENSIVE BILLING

27.1 Introduction

27.1.1 This Article sets forth the terms and conditions on which the Parties shall bill all charges the Parties incur under the Interconnection Agreement. Article 27 (Comprehensive Billing) shall be added to the Agreement and, where the terms and conditions of this Article differ from provisions in the Agreement, the terms and conditions of this Article shall govern; provided, however that any differing provisions in other Article(s) of this Agreement pertaining to collocation and to access to and use of space on or in poles, conduits or rights-of-way shall govern over this Article for the charges, functions and/or services subject thereto.

27.1.2 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems, including those arising from the Official Bill, that may arise during the implementation and performance of the terms and conditions of this Article.

27.1.3 AT&T 4-STATE will bill in accordance with this Article those charges CLEC incurs under this Agreement; including charges for Resale services, Network Elements, Interconnection and other services, except as noted in Section 27.1.1 of this Article. CLEC will bill in accordance with this Article those charges AT&T 4-STATE incurs under this Agreement; including charges for Interconnection and other services. Those billing items that are billed today in CABS will remain in CABS unless the FCC or ICC rules that the billed item is no longer a UNE and the resultant service is altered in a manner which renders it incompatible with continued CABS billing. At that point, AT&T 4-STATE would make a determination on whether the item would remain in CABS billing system. The requirements for CABS billing under this Article are set forth in Section 27.3 of this Article. The requirements for resale billing and other charges billed by agreement of the Parties from AT&T 4-STATE's resale billing system are set forth at Section 27.4 of this Article.

27.1.4 The Billing Party shall bill the Billed Party for each Unbundled Network element, resold Service or Interconnection facilities, products or services supplied by the Billing Party to the Billed Party pursuant to this Agreement at the rates prescribed in the Pricing Schedule. The Billing Party will bill the Billed Party based on the actual charges incurred**;** provided, however, for those usage-based charges where actual charge information is not determinable by the Billing Party, the parties will jointly develop a process to determine the appropriate charges. When a factor process is determined to be appropriate by the Parties, the factor process shall be that prescribed in Article 21, Section 15. Measurement of usage-based charges shall be as set forth in Sections 27.3 or 27.4 of this Article.

27.1.5 Except as otherwise specified in this Agreement, each Party shall be responsible for: (a) all costs and expenses it incurs in complying with its obligations under this Agreement). The Parties acknowledge that billing format changes will be determined by the OBF or the CLEC community in the CLEC forum, and not solely by the Parties.

27.1.6 Bills issued in accordance with this Article shall be payable according to the provisions of Section 8 of Article 1 of this Agreement. Any bill received on a Saturday, Sunday or a day designated as a holiday by the JP Morgan Chase Bank (or such other bank as the Parties may agree) will be deemed received the next business day.

27.2 Billing Information and Charges-General

27.2.1 Official Bill is the bill sent by the billing Party in a mechanized format and paper bills are "official" only when the established billing for a service is not in a mechanized format. If there are no industry-standard billing formats for the billing of another service provided under this Agreement, the billing format for such service will be in a paper format, unless otherwise mutually agreed to by the Parties.

27.2.1.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic 18-track or 36-track tape or paper (as agreed to by CLEC and AT&T 4-STATE. Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the locations set forth in Section 5 of this Article, unless other locations are designated by the respective Party. The Parties acknowledge that all tapes will be transmitted to the other Party via US Mail or Overnight.

27.2.1.2 Unless otherwise agreed between the Parties, the Billing Party shall provide information on the paper invoices for each CLEC account number sufficient to enable the Billed Party to identify the services being billed, the type of service ordered and the usage to which the billed charges apply. There may be situations involving usage based charges where summarization of multiple accounts is adequate, but such determination must be made in advance by agreement of the Parties before issuance of any bills that combine accounts.

27.2.1.3 Intentionally not used.

27.2.1.4 If either Party requests one or more additional copies of a bill, the first copy will be provided to the requesting Party free of charge. Provided initial bill was received, additional copies, beyond one, may be subject to a reasonable fee to be paid by the requesting Party to the Billing Party. Any such fee will be negotiated by the Parties at the time of request.

27.2.2 The Billing Party will provide the Billed Party a monthly bill that includes any charges

incurred by and credits and/or adjustments due to the Billed Party pursuant to this Agreement. Each bill provided by the Billing Party to the Billed Party will include the following types of charges: (1) all non-usage sensitive charges incurred for the period beginning with the day of the current bill date and extending to, but not including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 27.2.3, below, (3) unbilled usage sensitive charges for the period beginning with the day after the last bill date and extending up to the current bill date, (4) any previously unknown usage sensitive charges that are now known, for prior periods, providing they shall not exceed the periods set forth in Section 27.2.3, below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in Section 27.2.3 below.

27.2.3 AT&T 4-STATE may send bills to CLEC, or CLEC may send bills to AT&T 4-STATE, containing amounts found to be unbilled, or underbilled ("Backbill(s)"), as follows:

27.2.3.1 Except as provided in Section 27.2.3.5, below, for erroneous failure to bill or underbilling of any charges incurred by the billed Party under this Agreement, the billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one year prior to the Backbill date. For the purposes of this Section 27.2.3, charges shall be deemed incurred (i) for services charged on a usage-sensitive basis, upon the recording of such usage and (ii) for all other services, upon the first day of the billing cycle in which the Billed Party used such service; or,

27.2.3.2 For failure to bill or underbilling where data exchange with third party carriers is required, the billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one year prior to the Backbill date; or

27.2.3.3 Where AT&T 4-STATE or CLEC is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, AT&T 4-STATE may submit to CLEC, or CLEC may submit to AT&T 4-STATE, up to one year after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by CLEC, or incurred by AT&T 4-STATE, as a result of, and since the applicable Governmental Requirement Date; or

27.2.3.4 AT&T 4-STATE and CLEC will exert best efforts not to send Backbills from any Non-CABs billing system, and each Party will use best efforts not to send Backbills for CABS/BOS-billed charges, outside the time periods defined in Section 27.2.3.1 through 27.2.3.3, above. In any event, except as provided in Section 27.2.3.5 below, neither CLEC nor AT&T 4-STATE will be liable for charges contained in Backbills that are sent outside the time periods defined in Section 27.2.3.1 through Section 27.2.3.3.

27.2.3.5 The billing Party may send Backbills outside of the time periods defined in Section 27.2.3.1 through Section 27.2.3.3, but otherwise subject to the limitations in this

Agreement applicable to billing disputes, for charges incurred by the billed Party where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the billed Party, and the billed Party shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by the billed Party and in part by the billing Party, the Parties may agree upon other time periods for Backbilling

27.3 Additional CABS Specific Billing Requirements

27.3.1 The Parties will issue all bills in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly CABS billing dates (Bill Date) for each BAN, which Bill Date will be the same day month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. A Billing Party which changes, adds or deletes a BAN, which change was not initiated by the billed party, will provide written notification to the Billed Party's billing notice contact within 7 business days of making such change, add, or delete of a BAN. Each Party will provide one invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in Article 1, Section 8.1), whichever is earlier. 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.

27.3.1.1 For CABS-billed services, AT&T 4-STATE will assign to CLEC a separate Billing Account Number (BAN**)** per each type of service (e.g., connectivity) per LATA.

27.3.1.2 For all of CLEC's end users, AT&T 4-STATE shall recognize CLEC as the customer of record for all UNE-P services and will send all notices, bills and other pertinent information directly to CLEC, unless CLEC specifically requests otherwise.

27.3.2 The Billing Party shall provide information on the invoices for each Billing Account Number (BAN) sufficient to enable the Billed Party to identify Network Elements being billed, the type of service ordered and the usage to which the billed charges apply. Each CABS bill for Network Elements will set forth the quantity and description of each Network Element provided and will include a CSR. Each bill for Interconnection will set forth the usage and applicable rates billed for Reciprocal Compensation.

27.3.3 Minute of use sensitive charges associated with Unbundled Network Elements and facilities based interconnection services will be measured in actual conversation seconds. For purposes of billing charges, total conversation seconds, per each chargeable traffic type will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute.

27.3.4 All bill in CABS format shall contain billing data and information in accordance with CABS Version 37 or such later versions of CABS as are published by Telcordia

Technologies, Inc., or its successor.

27.3.5 Electronic Transmission for CABS bills

27.3.5.1 If AT&T 4-STATE transmits data in a mechanized format, AT&T 4-STATE will comply with the following specifications which are not contained in CABS guidelines but which are necessary for CLEC to process billing information and data:

(a) The BAN will not contain embedded spaces or low values.
(b) The Bill Date will not contain spaces or non-numeric values.
(c) Each bill must contain at least one detail record.
(d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
(e) The invoice number must not have embedded spaces or low values

27.3.5.2 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. The Parties will provide one another reasonable (within 3 business days) notice if a billing transmission is received that does not meet the specifications in this Article. Such transmission will be corrected and resubmitted to the billed Party, at the billing Party's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Article.

27.3.5.3 At CLEC's request, AT&T 4-STATE will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required.. If AT&T 4-STATE has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. When electronic transmission is established by mutual agreement, AT&T 4-STATE must provide CLEC/Alpharetta its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and is used by AT&T 4-STATE for transmission purposes. CLEC will supply to AT&T 4-STATE its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

27.3.5.4 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	AT&T 4-STATE Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional) Or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

27.4 Additional Non -CABS Billing Requirements

27.4.1 The Parties will bill each other in accordance with this Article those Resale Services and other RBS billed services charges incurred under this Agreement**.**

27.4.2 AT&T 4-STATE shall recognize CLEC as the customer of record for all Resold Service and will send all notices, bills and other pertinent information directly to CLEC, unless CLEC specifically requests otherwise.

27.4.3 The Billing Party shall provide information on the resell billing system invoices for each CLEC account number sufficient to enable the Billed Party to identify the services being billed, the type of service ordered and the usage to which the billed charges apply. Until guidelines are established by the OBF or established OBF guidelines are operationalized in the AT&T 4-STATE connectivity billing process, charges will be rendered to CLEC on paper invoices containing summary level information consistent with the requirements detailed in Sections 27.4.3.1 and 27.4.3.2, below. Detail supporting the summary level information contained on the paper invoice will be made available by use of the electronic bill as provided by the Billing Party to the Billed party upon request.

27.4.3.1 For paper bills the Billing Party will identify billing dates (Bill Date) for each CLEC account number, which Bill Date will be the same day month to month. For paper bills, the Billing Party will provide one invoice associated with each CLEC account number. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by the Billed Party no later than ten (10)

calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in Article 1, Section 8.1), whichever is earlier. 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.

27.4.3.2 When using paper bills, AT&T will assign to CLEC a separate CLEC account number for each bill. Resale bills will be segmented by State and OCN.

27.4.3.3 The provisions of Section 27.4.3 through 27.4.3.2 do not relieve the Billing Party of the obligation to utilize CABS billing as required by Section 27.1.3 of this Article.

27.4.4 For bills sent by AT&T 4-STATE from its resell billing system pursuant to Section 27.4 above, the Parties will establish monthly billing dates and separate invoices for each account number, which Bill Date will be the same date month to month. Each account number will be provided by AT&T 4-STATE in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each invoice must contain an invoice number (which will vary from month to month.) All bills must be received by billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Article), whichever is earlier.

27.4.4.1 RESALE and Other RBS Services - AT&T 4-STATE will assign a separate account number to CLEC for each state and billing type.

27.4.4.2 Resold service shall be measured at the message level in conversation seconds. The conversation seconds will be rounded on a per message basis to whole minutes, then totaled for all messages in a monthly bill cycle.

27.4.5 All electronic bills will be in the AEBS450 file format or EDI file format, whichever the Billed Party specifies. EDI file format bills are delivered via Connect:Direct AT&T 4-STATE will transmit billing information from its resell biller system in AEBS450 format files via Connect: Direct or Dial-in FTP, whichever the Billed Party specifies.

27.4.5.1 The billed party may specify the dataset name for Connect:Direct AEBS450 format bills. For Dial-in FTP bills the dataset is a generation data group (GDG) file. The dataset name is as follows:

Resale: PGO0*.AEBS.NDM.LOA
UNE-P:PGO0*.UNB.AEBS.NDM.LOA
* = state identifier (L = Illinois, M = Michigan, N = Indiana, O = Ohio, W = Wisconsin

27.4.6 AEBS450 format files can be delivered via Reel Tape, Cartridge Tape, or CD-ROM. The specifications for tape transmission are set forth at Section 27.5 of this Article.

27.5 Tape Or Paper Transmissions

For additional information for tape or paper transmission see the AT&T CLEC Online website, UBIG section. The UBIG is a technical resource and is not intended to countermand any terms in the Agreement related to tape or paper transmissions. Nor is it intended to impose requirements on the Parties beyond those expressly stated in the Agreement.

27.5.1 The requirements of Sections 27.5.1 through 27.5.5 apply to all tape or paper transmissions. Further requirements specific to CABS tape transmissions are set forth in Sections 27.5.6.

	TO CLEC	**TO AT&T 4-STATE**
Tape Transmissions via U.S. Mail:	**Access One, Inc. 820 W. Jackson Blvd. Suite 650 Chicago, IL 60607 Attn: Access Bill Coordinator**	**AT&T 4-STATE Tape Library 700 Bell Street Akron, OH 44307**
Tape Transmissions via Overnight Delivery:	**Access One, Inc. 820 W. Jackson Blvd. Suite 650 Chicago, IL 60607 Attn: Access Bill Coordinator**	**UNE-P AT&T 4-STATE Tape Library 700 Bell Street Akron, OH 44307**
Paper Transmissions via U.S. Mail:	**Access One, Inc. 820 W. Jackson Blvd. Suite 650 Chicago, IL 60607 Attn: Access Bill Coordinator**	**CLEC Reciprocal Compensation – AT&T 10th Floor 722 North Broadway Milwaukee, WI 53202**
Paper Transmissions via Overnight Delivery:	**Access One, Inc. 820 W. Jackson Blvd. Suite 650 Chicago, IL 60607 Attn: Access Bill Coordinator**	**CLEC Reciprocal Compensation – AT&T 10th Floor 722 North Broadway Milwaukee, WI 53202**

27.5.2 Each Party will adhere to tape packaging practices that will prevent data damage.

27.5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 18-track or 36-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code (“EBCDIC”). CLEC reserves the right to destroy a tape that has been determined to have unrecoverable errors. CLEC also reserves the right to replace a tape with one of equal or better quality.

27.5.4 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal

label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. LEC's name, address, and contact shall appear on the flat side of the cartridge or reel.

27.5.5 Billing tape labels will conform to the following OBF standards, as the same may change from time to time. Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

27.5.6 For CABS, billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format:

	CABS BOS
Record Length	225 bytes (fixed length)
Blocking factor	84 records per block
Block size	18,900 bytes per block
Labels	Standard IBM Operating System

27.6 Testing Requirements

27.6.1 At least 90 days prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, or tape; or at least 30 days prior to either party changing to a new CABS version; or at least 30 days prior to either party changing bill mediums (e.g., from paper to electronic), the billing Party will send bill data in the mechanized format according to this Attachment, for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. AT&T 4-STATE shall also provide to CLEC's Company Manager, located at 820 W. Jackson Blvd., Suite 650, Chicago, Illinois 60607, the LEC's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (30) calendar days prior to testing or a change in the LEC's originating or state level company code. CLEC will notify AT&T 4-STATE within the time period agreed to by the Parties if the billing test file fails to meet CABS/BOS specifications. AT&T 4-STATE shall make the necessary corrections within the time period agreed to with CLEC to ensure that the billing test file meets CABS/BOS specifications. AT&T 4-STATE shall not send CLEC a mechanized CABS

bill for Network Elements (except for testing) until such bills meet CABS/BOS specifications.

27.6.2 After receipt of the test data the Party receiving the data will notify the Party sending the data if the billing test file meets testing specifications. If the billing test file fails to meet the agreed testing specifications, the Party sending the data will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to either Party sending a mechanized production bill for the first time via electronic transmission or tape. Thereafter, the billing Party may begin sending the billed Party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

27.7 Additional Requirements

27.7.1 RBS: For additional requirements information for Resale Services and other RBS billed services, see the AT&T CLEC Online website, UBIG section. The UBIG is a technical resource and is not intended to countermand any terms in the Agreement related to resale or other RBS billed services. Nor is it intended to impose requirements on the Parties beyond those expressly stated in the Agreement.

27.8 Intentionally Left Blank.

27.9 Meet Point Billing – Facilities Based

27.9.1 CLEC and AT&T-13STATE will establish Meet Point Billing (MPB) arrangements in order to provide Switched Access via AT&T 4-STATE's Access Tandem in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

27.9.2 CLEC and AT&T 4-STATE will implement the Multiple Bill/Single Tariff option. 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.

27.9.2.1 The details of record exchange options available to CLEC from AT&T 4-STATE are set forth in Schedule 27.1 (Recording Appendix).

27.9.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, IXC billing contact telephone number, IXC type of service, IXC ACTL and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.

27.9.4 Intentionally Left Blank.

27.9.5 Neither Party will compensate the other for any record exchange under Section 27.9 of this Article or under Schedule 27.1 (Recording Appendix).

27.9.6 The Official Recording Company will provide to the other Party the Switched Access Detail Usage Data (category 1101XX records) via such media as the Parties may agree to, on a daily basis within ten (10) business days after the usage occurs. The Official Recording Party will send such data to the location specified by the other Party.

27.9.6.1 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 tandem routed traffic,and
(3) the SSP company for originating 800 traffic.

27.9.7 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC. The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.(comment new language that should be included.

27.9.8 Each Party agrees to provide the other Party with notification of any discovered errors in data within ten (10) business days of the discovery. The appropriate Party will correct the error within sixty (60) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost. If either Party fails to provide meet point billing data required under Section 27.9 of this Article due to loss, uncorrectable errors or otherwise, the provisions of Sections 5.3 and 5.4 of Schedule 27.1 (Recording Appendix) applicable to AT&T 4-STATE shall apply for the purposes of this Section, to the Party failing to provide the Meet Point Billing data, and shall govern that Party's liability for the lost, unrecorded, damaged or destroyed billing data. The foregoing shall not limit AT&T 4-STATE's obligations, if any, under the Attachments pertaining to performance measures/remedies.

27.9.9 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

27.10 Mutual Compensation

27.10.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement at Article 21, (Intercarrier Compensation Including Reciprocal Compensation) and in accordance

with this Section 27.10.

27.10.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS data content via current industry processes for mutual compensation. This is described in Section 27.3.2, preceding.

27.10.3 Where CLEC, as a facility-based provider, is using terminating recordings produced within its network to bill reciprocal compensation, AT&T 4-STATE will provide a report to identify the UNE originating traffic and CLEC will bill the originating UNE carrier for the MOUs terminated on the CLEC network. AT&T 4-STATE agrees the report will be replaced by identifying data transmission once an industry billing/recording forum determined a technically feasible method to do so.

27.10.3.1 When CLEC has a billing dispute with a third party originating carrier who accessed through the AT&T network and was terminated on CLEC's network, AT&T will, upon written request, provide CLEC the third party originating carrier's OCN or other additional information. This will allow for CLEC to bill the proper carrier for terminations on its switches.

27.11 Payment of Charges

27.11.1 Each Party will pay bills applicable to this Agreement as set forth in Section 8 of Article 1, General Terms and Conditions. Sections 8 and 9 of the General Terms and Conditions shall apply to payment of charges, deposits, and billing, disputes. Billing disputes and any rights of termination or disconnection relevant to non-payment of charges shall be governed by Sections 8, 9 and 10 of the General Terms and Conditions.

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27.13 Customer Usage Data – General Requirements

27.13.1 Daily usage data will be provided by AT&T 4-STATE to CLEC via a daily usage file (DUF). The DUF will be provided when CLEC purchases unbundled network switching, Resale services and/or other services billed out of the resell biller system**.** AT&T 4-STATE will not provide usage data where customers have flat rate local service s billed out of the resell biller system, but will provide usage data where customers have measured local services.

27.13.2 AT&T 4-STATE will provide all usage data for CLEC's customers using the AT&T 4-STATE-provided Network Element(s), Resale services and/or other services billed out of the resell billing system

27.13.3 AT&T 4-STATE will provide usage data for completed calls only for Network Elements that AT&T 4-STATE records (e.g., unbundled local switching, but not loops). AT&T 4-STATE will provide usage data for completed calls for Resale

services and/or other services billed out of the resell billing system offerings that AT&T 4-STATE records for itself (e.g., Local Measured Service.)

27.13.4 AT&T 4-STATE will provide to CLEC Usage Data for CLEC customers only, which will include usage data for 3rd party originated calls. AT&T 4-STATE will not submit other local carrier usage data as part of the CLEC Usage Data.

27.13.5 AT&T 4-STATE will only provide daily usage files pursuant to this Section for services described in Section 27.13.1 and provided to CLEC under this Agreement.

27.14 Customer Usage Data Format for Services Described in Section 27.13.1

27.14.1 AT&T 4-STATE will provide usage data in the OBF Exchange Message Interface (EMI) format and by category, group and record type.

27.14.2 AT&T 4-STATE will include the Working Telephone Number (WTN) of the call originator as well as the terminating telephone number on each EMI call record. Parties agree to work together if industry problems prevent the delivery of this data.

27.14.3 All usage records will be in packs in accordance with current EMI standards, as those may change from time to time. The Parties agree that once CLEC informs AT&T 4-STATE the number of packs/invoices per state has reached 80, the Parties will begin work to increase the records contained in the packs.

27.14.4 AT&T will include the OCN of the originating carrier in the usage records it provides for calls originated by third party carriers utilizing an AT&T ULS Port that terminates to an CLEC ULS Port when technically feasible. AT&T 4-STATE will begin providing this OCN after AT&T 4-STATE completes its ULS Port OCN project which project is targeted for completion during first quarter of 2004.

27.14.5 AT&T 4-STATE will transmit formatted usage data to CLEC over Network Data Mover Network using CONNECT:DIRECT protocol, or otherwise agreed to by the Parties.

27.14.6 CLEC and AT&T 4-STATE will test and certify the CONNECT:DIRECT interface to ensure the accurate transmission of usage data.

27.14.7 AT&T 4-STATE will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

27.14.8 Changes to the DUF (Usage Data EMI format, content, and transmission processes) will be tested prior to implementation as mutually agreed by both parties and written notification will be provided to CLEC at least 60 days in advance to request Test data from AT&T 4-STATE.

27.15 Intentionally Left Blank

27.16.1 Alternately Billed Calls – UNE-P

Alternate Billed Service ("ABS") is a service that allows end-users 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. The billing and compensation of UNE-P ABS calls exchanged between CLEC and AT&T are governed by a separate 13-state UNE-P ABS Agreement ("ABS Agreement"). CLECs which adopt CLEC's Interconnection Agreement pursuant to 252(i) of the Act, must also adopt the ABS Agreement which is legitimately related to CLEC's Interconnection Agreement.

27.16.2 Alternately Billed Calls - Resale Services

27.16.2.1 Calls that are placed using the services of AT&T 4-STATE or another LEC or LSP and billed to a Resale service line of CLEC are called "Incollects." Calls that are placed using a CLEC Resale service line and billed to an AT&T 4-STATE line or other LEC or LSP are called "Outcollects."

27.16.2.2 Outcollects: AT&T 4-STATE will provide to CLEC the unrated message detail that originates from a CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). AT&T 4-STATE has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider ("LSP") will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A per-message charge for AT&T 4-STATE's transmission of Outcollect messages to CLEC is applicable, and AT&T 4-STATE will bill CLEC for the transmission charge set forth in the Pricing Schedule. In addition, CLEC will compensate AT&T 4-STATE for the receipt of the IntraLATA toll message.

27.16.2.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"), AT&T 4-STATE will provide the rated messages it receives from the CMDS1 network or which AT&T 4-STATE records (non-ICS) to CLEC for billing to CLEC's end-users. AT&T 4-STATE will transmit such data on a daily basis. AT&T 4-STATE will credit CLEC the Billing and Collection ("B&C") fee set forth in the Pricing Schedule for billing the Incollects. CLEC and AT&T 4-STATE have stipulated that a per message charge for AT&T 4-STATE's transmission of Incollect messages to CLEC is applicable, and AT&T 4-STATE will bill CLEC for the transmission charge set forth in the Pricing Schedule.

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 effective 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 effective 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 date 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**'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 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 damage 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.

ARTICLE 33
OPERATIONS SUPPORT SYSTEMS (OSS)

33.1 Introduction

33.1.1 This Article sets forth terms and conditions under which the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

33.1.2 AT&T Inc. (AT&T) means the holding company which 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 Company, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

AT&T 4-STATE - As used herein, **AT&T 4-STATE** means the applicable above listed ILEC(s) doing business in Indiana, Michigan, Ohio, and Wisconsin.

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 (and previously referred to as "AT&T MIDWEST REGION 5-STATE"), the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

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 (and previously referred to as "SBC SOUTHWEST REGION 5-STATE"), the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

AT&T-13STATE - As used herein, AT&T-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

AT&T-12STATE - As used herein, AT&T-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

AT&T-8STATE - As used herein, AT&T-8STATE means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

AT&T-7STATE - As used herein, AT&T-7STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

AT&T-SWBT - As used herein, AT&T-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

AT&T-AMERITECH - As used herein, AT&T-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

PACIFIC (AT&T CALIFORNIA) - As used herein, PACIFIC means the applicable above listed ILEC doing business in California.

NEVADA - As used herein, NEVADA means the applicable above listed ILEC doing business in Nevada.

SNET - As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

33.2 Definitions

33.2.1 “LSC” means the Local Service Center (LSC) for AT&T-13STATE.

33.2.2 “LOC” means the Local Operations Center (LOC) for AT&T-13STATE

33.2.3 "MCPSC" means the Mechanized Customer Production Support Center (MCPSC) for AT&T-13STATE.

33.3 General Conditions

33.3.1 For Resale services, UNEs, LNP and interconnection trunk orders not supported via an electronic interface for the preorder, ordering and provisioning processes, AT&T-13STATE and CLEC will use manual processes. Should AT&T-13STATE develop electronic interfaces for these functions for itself, AT&T-13STATE will offer electronic access to CLEC within the specific region that the OSS is made available. In addition to the electronic Interfaces, AT&T-13STATE shall provide manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via AT&T-13STATE’s LSC or LECC, and for repair and maintenance functions through AT&T-13STATE’s LOC. CLEC shall use electronic interfaces for OSS unless the electronic interfaces are temporarily unavailable or where a given order cannot be processed

electronically or where CLEC provides a forecast for manual orders, provided, however, that the Parties agree to work together to develop a plan to migrate orders that CLEC has elected to submit via manual processes to electronic processes within 12 months. Should CLEC use manual processes, CLEC shall pay any State Commission-approved additional charges associated with these manual processes.

33.3.2 When AT&T-13STATE introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 33.3.10 below, those interfaces will be deemed automatically added to this Article, upon request of CLEC unless AT&T-13STATE believes there are essential terms and conditions unique to the new interface that are not included in this Article. In such case, AT&T-13STATE shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

33.3.2.1 If the Parties have reached agreement on any necessary amendment, and have filed the amendment for Commission approval, but the amendment is not yet effective, then the Parties may agree to implement the amendment rates, terms, and conditions upon making available the OSS to CLEC. If, for any reason, the Parties are unable to reach agreement on the amendment rates, terms, or conditions, in time for the amendment to become effective (under state Commission rules) on or before the date that the new interface is scheduled to be available for use by CLECs, then, at CLEC's option, CLEC may agree to AT&T-13STATE 's proposed amendment rates, terms, and conditions on an interim basis with a retroactive true-up to the effective date of such interim amendment based upon the final amendment that subsequently becomes effective between the Parties.

33.3.2.2 AT&T-13STATE shall use its good faith reasonable efforts to propose the essential terms and conditions as soon as such terms and conditions are defined, with a target of three (3) months prior to the scheduled release date for the new interface.

33.3.3 When AT&T-13STATE retires Interfaces in accordance with the Change Management Process referenced in Section 33.3.10 below, those Interfaces will be deemed automatically deleted from this Article.

33.3.4 Proper Use of OSS interfaces:

33.3.4.1 For AT&T-13STATE, CLEC agrees to utilize AT&T-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, UNEs, local number portability and interconnection trunk orders from AT&T-13STATE pursuant to this Agreement and applicable tariffs. Section 1.9 of the General Terms and Conditions shall apply to any disputes which arise under this Agreement, with the exception of disputes related to the improper use of or access to CPNI or any alleged non-compliance with AT&T-13STATE’s security guidelines.

33.3.4.2 In the event AT&T-13STATE has good cause to believe that CLEC has used AT&T-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-13STATE shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to AT&T-13STATE's Notice of Misuse, which shall be provided to AT&T-13STATE within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with AT&T-13STATE's allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

33.3.4.3 Section 1.9 of the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with AT&T-13STATE's security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to AT&T-13STATE's OSS shall be governed by Section 1.7.6 of the General Terms and Conditions of the Agreement.

33.3.4.4 In the event CLEC does not agree that CLEC's use of AT&T 13STATE's OSS is inconsistent with this Agreement or Applicable Law as alleged by AT&T 13STATE, then the Parties agree to the following steps:

33.3.4.4.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse. AT&T may invoke the dispute resolution process in Section 1.9 (General Terms and Conditions) to devise such remedy.

33.3.4.4.2 To remedy the alleged misuse for the balance of the Agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

33.3.5 Upon notice and good cause shown, AT&T-13STATE shall have the right to conduct an audit of CLEC's use of the AT&T-13STATE OSS. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the AT&T-13STATE OSS is justified under the circumstances that exist at the time AT&T-13STATE elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T 13STATE OSS that relate to AT&T's allegation of misuse as set forth in the Notice of Misuse. AT&T 13STATE shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede AT&T 13STATE's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days

after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T 13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T 13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T 13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T 13STATE, or any AT&T affiliate.

33.3.6 OSS Access to CPNI

33.3.6.1 Within AT&T-13STATE regions, CLEC's access to pre-order functions described in Sections 33.4.2.2 and 33.4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where CLEC has obtained an authorization for release of CPNI from the end user in accordance with applicable law and has obtained an authorization to become the end user's local service provider.

33.3.6.2 This Section applies to PACIFIC ONLY. For residence end users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of PACIFIC, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become local service provider of the end user. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a residence end user or governmental entity against PACIFIC or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this Section.

33.3.6.3 Throughout AT&T-13STATE region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-13STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

33.3.7 AT&T-13STATE will provide CLEC with access to the Interfaces during the hours of operation posted in the Handbook on the AT&T CLEC Online Website. Changes to hours of operation will be handled in accordance with the Change Management Process.

33.3.8 AT&T-13STATE shall provide support for the Interfaces described in this Article. In accordance with the AT&T 13STATE Change Management Process, CLEC will provide

a single point of contact for issues related to the Interfaces. This point of interface is known as the CMP SPOC. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. AT&T-13STATE shall list the business days and hours for each call center in AT&T-13STATE's CLEC Handbook (AT&T CLEC Online website) and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

IS Call Center: Monday through Friday, excluding Holidays, 7:00 a.m. to 7:00 p.m. Central time.

LSC, LECC, MCPSC: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable time zone)

LOC– Maintenance: 7 days per week, 24 hours per day
LOC– Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable time zone)

The Parties shall ensure adequate coverage in its service centers during these minimum hours.

33.3.9 AT&T-13STATE and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

33.3.10 The Parties will follow the final adopted guidelines of Change Management as may be modified from time to time in accordance with the Change Management principles. Those guidelines (or any successor), as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.

33.3.11 Intentionally Left Blank

33.3.12 CLEC is responsible for obtaining operating system software and hardware to access AT&T-13STATE OSS functions as specified in Sections 33.10 and 33.11 of this Article.

33.3.13 For all AT&T states, the performance measures and remedy plans applicable to the OSS interfaces shall be as agreed between the parties in the relevant state-specific interconnection agreements, if any.

33.3.14 AT&T-13 STATE will recognize CLEC as the customer of record for CLEC's local exchange line subscribers for all services ordered by CLEC under this agreement and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, CLEC shall be the single point of contact for all CLEC end users as to the services for which CLEC is the authorized service provider. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number

specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.

33.3.15 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing the end user's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. If an end user initiates a challenge to a change in its local exchange service provider, or if otherwise required by law or a regulatory authority, the Parties shall cooperate in providing each other information about the end user's authorization for the change.

33.3.16 For ease of administration, this multi-state Article contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Article contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Article is submitted for approval under Section 252(e) of the Act. State specific terms have been negotiated by the Parties only as to the states where this Article has been executed, filed and approved. When the parties negotiate an OSS Article for an additional state, neither Party shall be precluded by any language in this Article from negotiating state-specific terms for the state in which they are to apply.

33.4 <u>Pre-Ordering</u>

33.4.1 AT&T-13STATE will provide real time electronic access to pre-order functions to support CLEC's orders. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. AT&T-13STATE will make the following pre-order functions available to CLEC:

33.4.2 Pre-ordering functions for Resale Services and UNEs include:

33.4.2.1 Feature/Service Availability:

33.4.2.1.1 Feature Inquiry provides AT&T-13STATE with feature and service availability by WTN, NPA/NXX/X, and CLLI Code (as applicable).

33.4.2.1.2 Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

33.4.2.2 Customer Service Information - CSI Inquiry:
Access to AT&T-13STATE 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, and long distance carrier identity.

CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in Section 33.3.2 of this Article.

33.4.2.3 Telephone Number Inquiry:

AT&T-13STATE provides a Telephone Number Reservation Inquiry, a Cancel Reservation function, and also provides a Telephone Number Confirmation Inquiry function.

33.4.2.4 Scheduling Inquiry/Availability:

33.4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

33.4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

33.4.2.5 Address Validation Inquiry: AT&T-13STATE provides address validation function.

33.4.2.6 Loop Pre-Qualification Inquiry:
AT&T-13STATE provides a loop pre-qualification inquiry function.

33.4.2.6a AT&T 13-STATE provides a loop qualification inquiry function.

33.4.2.7 Common Language Location Indicator (CLLI) Inquiry:
AT&T-13-STATE provides CLLI code inquiry function.

33.4.2.8 Connecting Facility Assignment (CFA) Inquiry:
AT&T-13STATE provides a CFA inquiry function.

33.4.2.9 Network Channel/Network Channel Interface (NC/NCI) Inquiry:
AT&TAT&T-13STATE provides a NC/NCI inquiry function.

33.4.3 Intentionally Left Blank.

33.4.4 Electronic Access to Pre-Order Functions:

33.4.4.1 Intentionally left blank.

33.4.4.2 Intentionally left blank.

33.4.4.4 Intentionally left blank.

33.4.4.5 AT&T-13STATE Resale Services, UNE and LNP Pre-Order System Availability: AT&T-13STATE will provide CLEC access to the following system:

33.4.4.5.1 An industry standard EDI/CORBA Pre-ordering Gateway is also provided by AT&T-13STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is an application-to-application interface that can be integrated with the CLEC's own systems.

33.4.4.5.2 Enhanced Verigate is a CLEC interface developed by AT&T-13STATE that provides access to the pre-ordering functions. Enhanced Verigate is accessible via the web-based Toolbar.

33.4.5 Other Pre-order Function Availability:

33.4.5.1 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.

33.4.5.2 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-13STATE 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.

Data Validation Files:

- SAG (Street Address Guide)
- Feature/Service Availability by Switch
- Directory Names
- Class of Service Codes
- USOC (Universal Service Order Codes)
- Community Names
- Yellow Page Headings
- PIC/LPIC (InterLATA/IntraLATA)

33.5 Ordering/Provisioning

33.5.1 AT&T-13STATE provides access to ordering functions via one or more electronic interfaces pursuant to Section 33.3.1. CLEC will format the service request to identify what features, services, or elements it wishes AT&T-13STATE to provision in accordance with applicable AT&T-13STATE ordering requirements, (where currently available) and/or other ordering requirements which have been mutually agreed, and will be implemented pursuant to Section 33.3.10 (Change Management) of this Article.

33.5.2 AT&T-13STATE will provide CLEC access to one or more of the following systems or interfaces:

33.5.3 Intentionally left blank.

33.5.4 Intentionally left blank

33.5.5 Intentionally left blank

33.5.6 This Section intentionally left blank.

33.5.7 Intentionally left blank

Resale and UNE Service and LNP Order Request and Provisioning System Availability:

33.5.8 AT&T-13STATE makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of AT&T-13STATE ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and AT&T-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T-13STATE's Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and AT&T-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T-13STATE's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP), will be ordered consistent with the OBF LSR and EDI process.

33.5.9 Intentionally left blank.

33.5.10 Intentionally left blank

33.5.11 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T will utilize AT&T's ordering requirements which are based on industry ASR guidelines developed by OBF. AT&T 13STATE support the ordering of Unbundled Dedicated Transport and local interconnection trunks for purposes of this Agreement via an ASR. These ASRs are transmitted to AT&T-13STATE via NDM Direct Connect Extended Enhanced Loops/Links (EELs) (also known as Multi-Serving Wire Centers) shall be ordered via the procedures set forth on the AT&T CLEC Online website, consistent with the Uniform Plan of Record.

33.5.12 For AT&T-13STATE, WebLEX is the new uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services, UNEs, and Local Number Portability. WebLEX is accessible via a Web Toolbar.

33.5.13 Intentionally left blank.

33.5.14 AT&T-Ameritech will utilize industry guidelines to develop and implement the necessary changes to allow CLEC to send an LSR utilizing LSOG 5 (and future LSOG releases) for Unbundled Network Element Platform conversions without specifying the features or functionalities that were previously being provided by AT&T-Ameritech or any CLEC using AT&T-Ameritech resale or UNE-P services (i.e. a UNE-P "as-is" LSR utilizing an ACT of "W"). CLEC will compensate AT&T for its share of OSS implementation costs necessary to accommodate the "as is" process for UNE-P.

33.6 Additional Terms For Provisioning

33.6.1 Provisioning for Resale Services and UNEs in AT&T-13STATE:

33.6.1.1 Intentionally left blank

33.6.1.2 Intentionally left blank

33.6.1.3 When CLEC places an electronic order using AT&T's LSOR based ordering system (e.g. EDI and WebLEX) or the ASR-based ordering system as described in Section 33.5.11 above, AT&T-13 STATE will provide CLEC with an electronic confirmation notice. The confirmation notice will follow industry-standard formats and contain the AT&T-13 STATE due date for order completion. ("Due Date"). Upon completion of an LSR, AT&T-13 STATE will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when that order was completed.

33.6.1.4 When CLEC places an electronic order using AT&T's LSOR based ordering system (e.g. EDI and WebLEX), AT&T-13 STATE shall provide electronic jeopardy notification of any instances when AT&T-13 STATE's due dates are in jeopardy of not being met by AT&T-13 STATE. This notice is known as a jeopardy notice and will be used to notify the CLEC in any instance where a Firm Order Confirmation has been sent and the due date of the order is in jeopardy of being met for any reason. Jeopardy codes are sent at service order level. When CLEC places an electronic order using either AT&T's LSOR-based ordering system (e.g. EDI and WebLEX) or the ASR based ordering system as described in Section 33.5.11 above, AT&T-13 STATE shall provide electronic notification when an order contains rejections/errors in any of the data element(s) fields. This notice is known as a reject error notification and such notice will rarely be sent following a firm order confirmation. AT&T-13 STATE shall give such notice as soon as it identifies the jeopardy or reject.

33.6.2 Provisioning for Resale Services and UNEs in AT&T-13STATE: AT&T-13STATE will provision Resale services and UNEs as detailed in CLEC service order requests.

Access to order status on such requests will be provided via the following electronic interfaces:

33.6.2.1 For AT&T-13STATE, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.

33.6.2.2 For AT&T-13STATE, EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

33.6.2.3 Intentionally left blank.

33.6.3 Intentionally left blank.

33.7 <u>Maintenance/Repair</u>

33.7.1 through 33.7.8 Intentionally left blank

33.7.9 AT&T-13 STATE will provide CLEC access to the following electronic interfaces to place and check the status of trouble reports for Resale, UNEs and LNP:

33.7.9.1 Intentionally left blank.

33.7.9.2 Intentionally left blank.

33.7.9.3 In AT&T-13STATE, Electronic Bonding/Trouble Administration- Graphical User Interface (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.

33.7.9.4 Intentionally left blank.

33.7.9.5 In AT&T-13STATE, Electronic Bonding/Trouble Administration (EB/TA) is an application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, 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 CLEC and AT&T-13STATE. Functions currently implemented 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. CLEC and AT&T-13STATE will exchange requests over a mutually agreeable X.25-based network.

33.8 Billing And Customer Usage

33.8.1 AT&T-13STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T-13STATE will provide CLEC billing information in a paper format or via 18 track magnetic tape, as agreed to between CLEC and AT&T-13STATE. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

33.8.1.1 For Resale Services in PACIFIC, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.

33.8.1.2 For Resale Services in AT&T 4-STATE, CLEC may elect to receive its bill on CD.

33.8.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

33.8.2.1 In AT&T SOUTHWEST REGION 5-STATE, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, AT&T SOUTHWEST REGION 5-STATE's Local Exchange Tariff.

33.8.2.2 In AT&T SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.

33.8.2.3 In AT&T SOUTHWEST REGION 5-STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

33.8.2.4 In AT&T-13STATE, CLEC may receive electronically a Daily Usage File (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

33.8.2.5 Intentionally left blank

33.8.2.6 In AT&T 13STATE, CLEC may receive a Billing Detail File on cartridge or 18 track magnetic tape.

33.8.2.7 In AT&T 4-STATE, CLEC may receive a mechanized bill via the AT&T 4-STATE Electronic Billing System (AEBS) transaction set.

33.8.3 Electronic access to billing information for UNEs (and for LNP and interconnection trunks where noted below) will also be available via the following interfaces:

33.8.3.1 For UNEs, LNP, and interconnection trunks, AT&T-13STATE makes available to CLEC 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 CLEC's paper bill.

33.8.3.2 In AT&T-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T-SWBT Classic Toolbar.

33.8.3.3 In AT&T-13STATE, CLEC may receive AT&T a Daily Usage File (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.

33.9 Local Account Maintenance

Loss Notification

33.9.1 AT&T-13STATE will provide Loss Notifications. This notification alerts CLEC that a change requested by another Telecommunications Carrier (TC) has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering WebLEX GUI interface.

Change of Preferred InterLATA or IntraLATA Carrier

33.9.2 AT&T-13STATE shall accept and process the following types of preferred carrier changes sent by CLEC for end users subscribing to CLEC local service: (1) intraLATA toll and (2) interLATA toll.

33.9.3 When a CLEC end user authorizes a change of one of its preferred carrier designations, CLEC shall notify AT&T-13STATE of this change using a Local Service Request ("LSR") which it will send to AT&T-13STATE over the ordering gateway for provisioning local service. AT&T-13STATE will not accept requests to change the PIC on a Resale, UNE Port or UNE Loop with Port Combination service via the CARE process. AT&T-13STATE will follow industry guidelines in rejecting requests received via the CARE process.

33.9.4 CLEC acknowledges that these orders shall be processed via LSR Change orders and not the industry-standard PIC change process which is used with retail accounts.

33.10 Remote Access Facility

33.10.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Northbrook, IL, serves AT&T MIDWEST REGION 5-STATE. Each of these xRAFs will provide CLECs dedicated access to the uniform application-to-application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port"

either through dial-up or direct connection as described in Section 33.10.1.1. Not all applications are available using dial-up. CLEC may utilize a port to access AT&T-13STATE OSS interfaces to perform the supported functions in any AT&T-13STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

33.10.2 Intentionally left blank.

33.10.3 Intentionally left blank.

33.10.4 For AT&T-13STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC shall provide its own router, and all network equipment (including Channel Service Units/Data Service Units (CSU/DSU) and circuit connection(s) up to the AT&T ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to AT&T-13STATE "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the AT&T SOUTHWEST REGION 5-STATE LRAF, AT&T-2STATE PRAF, AT&T MIDWEST REGION 5-STATE ARAF, and AT&T CONNECTICUT SRAF. 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-13STATE OSS via the public internet. AT&T CLEC shall pay the cost of the call if Switched Access is used.

33.10.5 For AT&T-13STATE, CLEC shall use TCP/IP to access AT&T-13STATE OSS via an AT&T xRAF. In addition, CLEC shall have at least one unique public-registered Internet Protocol (IP) network address subnet per region. CLEC shall maintain a user-id / password unique to each individual for accessing an AT&T-13STATE OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

33.10.6 For AT&T-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC xRAF access plans in detail and schedule testing of such connections.

33.10.7 For AT&T 13STATE region, CLEC may use a private line connection. CLEC shall provide and maintain own router and CSU/DSU.

33.10.8 For dedicated RAF locations (e.g. LRAF, PRAF, ARAF, and SRAF) if CLEC wants to establish connectivity for the first time, or if CLEC wants to upgrade their existing connection, then AT&T-13STATE will provide specifications for connecting to the new dedicated RAF facility. CLEC connections to any other facility within the AT&T-13STATE service areas will become grandfathered and no new CLEC connections will be made to such non-dedicated facilities.

33.11 Data Connection Security Requirements

33.11.1 CLEC agrees that interconnection of CLEC data facilities with AT&T-13STATE data facilities for access to OSS will be in compliance with the applicable regional interconnection procedures: "AT&T-13STATE Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, current at the time of initial interconnection to a RAF.AT&T The following additional terms in this Section govern direct and dial up connections between CLEC and AT&T-13STATE for access to OSS interfaces.

33.11.2 Joint Security Requirements.

33.11.2.1 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.).

33.11.2.2 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, and 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.

33.11.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

33.11.2.4 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.

33.11.2.5 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 CLEC or AT&T-13STATE 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.

33.11.2.6 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.

33.11.3 Additional Responsibilities of Both Parties.

33.11.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

33.11.3.2 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.

33.11.3.3 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.

33.11.3.4 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.

33.11.3.5 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.

33.11.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

33.11.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

33.11.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 33.11.5 – 33.11.11 summarize 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 CLEC or AT&T-13STATE, respectively, as the providers of the computer, network or information in question.

33.11.4.2 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 Article. 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.

33.11.5 General Policies

33.11.5.1 Each Party's resources are for approved business purposes only.

33.11.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

33.11.5.3 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.

33.11.5.4 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.

33.11.5.5 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.

33.11.6 User Identification

33.11.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

33.11.6.2 User identification shall be accomplished by the assignment of a unique, permanent userid, and each userid shall have an associated identification number for security purposes.

33.11.6.3 Userids will be revalidated on a monthly basis.

33.11.7 User Authentication

33.11.7.1 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.

33.11.7.2 Passwords must not be stored in script files.

33.11.7.3 Passwords must be entered by the user in real time.

33.11.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the userid; 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.

33.11.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

33.11.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

33.11.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

33.11.8 Access and Session Control

33.11.8.1 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.

33.11.8.2 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.

33.11.9 User Authorization

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.

33.11.10 Software And Data Integrity

33.11.10.1 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.

33.11.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

33.11.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.

33.11.10.4 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.

33.11.11 Monitoring And Audit

33.11.11.1 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). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (AT&T-13STATE or CLEC) 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."

33.11.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

33.12 <u>Cooperative Testing And Training</u>

33.12.1 Prior to introduction of new applications or interfaces, or modifications of the same, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

33.12.2 Prior to live system usage, CLEC must complete user education classes for AT&T-13STATE-provided interfaces that affect the AT&T-13STATE network. Course

descriptions for all available classes by region are posted on the AT&T CLEC Online website in the Customer Education Section. CLEC Training schedules by region are also available on the AT&T CLEC Online website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

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

33.12.3 Charges will apply for each class as set forth above. A separate registration form will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC and AT&T-13STATE agree that charges will be billed by AT&T-13STATE and CLEC's payment is due 30 days after receipt of the invoice. CLEC agrees to provide to AT&T-13STATE completed registration forms for each student no later than one week prior to the scheduled training class. CLEC agrees to pay a cancellation fee for the full price noted in the separate agreement if CLEC cancels scheduled classes less that two weeks prior to the scheduled start date. Should AT&T-13STATE cancel a class for which CLEC is registered less than two weeks prior to the scheduled start date of that class, AT&T-13STATE will waive the charges for the rescheduled class of the registered students.

33.12.4 CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

33.12.5 CLEC may request that classes be scheduled on particular dates. Class dates will be based upon CLEC request and AT&T-13STATE availability, and will be coordinated among CLEC, CLEC's AT&T-13STATE Account Manager, and AT&T-13STATE Industry Markets CLEC Training Product Management.

33.12.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other AT&T-13STATE system are strictly prohibited.

33.12.7 CLEC 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-13STATE's OSS in accordance with this Article and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 1.6 of the General Terms and Conditions.

33.13 Miscellaneous Charges

33.13.1 There are no charges for access to AT&T-13STATE's OSS systems. Any miscellaneous charges will be at the rates set forth in the Pricing Schedule. Subject to and in accordance with the commitments made by AT&T in connection with the AT&T-Ameritech merger, AT&T-13STATE reserves its right to seek Commission approval for recovery of OSS costs, and CLEC reserves its right to challenge such recovery. Both Parties agree to comply with the resulting Commission decision, pending their rights to pursue any appeal that might be brought of such decision.

33.13.2 For AT&T-SWBT region only, when CLEC requests Bill Plus™, it agrees to pay applicable tariffed rate, less Resale discount.

33.13.3 For AT&T-7STATE, when CLEC requests the billing function for Usage Billable Records, it agrees to pay established rates pursuant to Appendix Pricing UNE.

33.13.4 Intentionally left blank.

33.13.5 For AT&T-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by AT&T-13STATE on an Individual Case Basis (ICB) and priced as such.

33.13.6 AT&T-SNET will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by the Department of Public Utilities of Connecticut.

SCHEDULE 33.1
ADDITIONAL OPERATIONAL SUPPORT

33.1.1 Introduction

33.1.1.1 This Schedule sets forth terms and conditions under which the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

33.1.1.2 AT&T Inc. (AT&T) means the holding company which 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.

33.1.1.2.1 AT&T 4-STATE - As used herein, AT&T 4-STATE means the applicable above listed ILEC(s) doing business in Indiana, Michigan, Ohio, and Wisconsin.

33.1.2 Contiguous Connection of Unbundled Network Elements

33.1.2.1 Intentionally Left Blank.

33.1.2.2 Intentionally Left Blank.

33.1.3 Additional Terms For Provisioning

33.1.3.1 Provisioning for Resale Services and UNEs in AT&T 4-STATE:

33.1.3.1.1 AT&T 4-STATE shall provide all provisioning services to CLEC during the same business hours AT&T 4-STATE provisions similar services for its end user customers but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m., excluding Holidays and where an accessible letter has notified CLEC of a central office freeze. AT&T 4-STATE will provision non-coordinated standalone number portability-only cutovers on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (RSMS) is unavailable due to update or maintenance activity. Provisioning of non-coordinated standalone number portability cutovers on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems (LSMS) update or maintenance activity on Sundays during

the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cutovers will be determined via the Bona Fide Request process and CLEC agrees to reimburse AT&T 4-STATE for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC requests that AT&T 4-STATE perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, AT&T 4-STATE shall provide such services at the rates, if any, as provided in the Bona Fide Request process.

33.1.3.1.2 When an end user changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number. These arrangements will be provided for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end users, but must be requested on the LSR. Custom messages, extensions in duration, or other special requests are subject to each Party's applicable tariffs.

33.1.3.1.3 At CLEC's request, AT&T 4-STATE will perform acceptance testing to the circuit demarc with CLEC (including trouble shooting to isolate any problems) to test UNE T1 and UNE T3 services purchased by CLEC in order to identify any performance problems at turn-up of the service. Other acceptance testing is provided as set forth in the Agreement.

33.1.3.1.4 Where AT&T 4-STATE provides installation on behalf of CLEC, AT&T 4-STATE shall advise CLEC's end user to notify CLEC if the CLEC end user requests a service change at the time of installation.

33.1.3.2 Provisioning of CHC and FDT Orders:

33.1.3.2.1 AT&T 4-STATE agrees that CLEC may use AT&T 4-STATE Frame Due Time (FDT) process or Coordinated Hot Cut (CHC) process for migration requests on unbundled 2-wire Loops with LNP.

33.1.3.2.2 CLEC shall order these services from AT&T 4-STATE by delivering to AT&T 4-STATE a valid Local Service Request (LSR), and AT&T 4-STATE shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.

33.1.3.2.3 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If AT&T 4-STATE cannot comply with the request, in its FOC, AT&T 4-STATE will designate a due date that AT&T 4-STATE commits to meet.

33.1.3.2.4 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.

33.1.3.2.5 AT&T 4-STATE shall test for dial tone and ANI supplied by the CLEC switch to the designated pair assignment by testing through the tie cable provisioned between AT&T 4-STATE main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by AT&T 4-STATE no later than 24 hours prior to the cut. If AT&T 4-STATE finds problems during pre-testing, AT&T 4-STATE shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.

33.1.3.2.6 For CHC orders, CLEC shall call AT&T 4-STATE to initiate the cut not sooner than 10 minutes prior to the scheduled cut time or 30 minutes after the scheduled cut time. If CLEC does not call within these timeframes, CLEC will be required submit a supplemental LSR in a timely manner.

33.1.3.2.7 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in the performance measurements incorporated by reference into Article 32 of this Agreement.

33.1.4 Maintenance/Repair

33.1.4.1 AT&T 4-STATE shall provide maintenance and repair functions (including testing and surveillance for applicable services) for Resale Services, UNE, and number portability purchased by CLEC, and shall provide electronic Interfaces to permit CLEC to place trouble reports and receive maintenance status updates. Each Party shall make maintenance progress reports and status of repair efforts available to the other Party.

33.1.4.2 In the event AT&T 4-STATE misses a scheduled repair appointment on behalf of CLEC, AT&T 4-STATE will notify CLEC via the electronic Interface used to place the trouble report, in parity with notice provided to its own retail end users.

33.1.4.3 AT&T 4-STATE shall provide repair services to CLEC for CLEC end users that are equal in quality to that which it provides to its own retail end users. Trouble calls from CLEC shall receive response time priority that is at least equal in quality to that of AT&T 4-STATE retail end users and shall be handled on a “first come first served” basis regardless of whether the end user is a CLEC end user or a AT&T 4-STATE end user.

33.1.4.4 For Resale Services and UNEs provided to CLEC under this Agreement, AT&T 4-STATE shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures that AT&T 4-STATE currently provides for the

maintenance of its own network. AT&T 4-STATE shall provide CLEC at least ten (10) business days advance notice of any scheduled maintenance activity which will impact CLEC end users. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, and major equipment replacements. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise.

33.1.4.5 For Resale Services and UNEs provided to CLEC under this Agreement, AT&T 4-STATE shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by AT&T 4-STATE on any service, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC end users. AT&T 4-STATE shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that AT&T 4-STATE shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

33.1.4.6 AT&T 4-STATE shall provide CLEC with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification to CLEC of the existence, location, and source of any emergency network outage potentially affecting an CLEC end user; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all services; (iii) methods and procedures to provide CLEC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) in the event that temporary restoration methods are employed to restore service under an emergency condition, AT&T 4-STATE will advise CLEC on what methods and procedures will be utilized for a permanent resolution; (v) equal priority, as between CLEC end users and AT&T 4-STATE end users, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and updated as needed.

33.1.4.7 Each Party shall establish mutually acceptable methods and procedures for referring callers to the Toll Free number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair

33.1.4.8 Maintenance charges for premises visits by AT&T 4-STATE technicians shall be billed by AT&T 4-STATE to CLEC and not by AT&T 4-STATE to CLEC's end user. All forms, business cards or other materials furnished by AT&T 4-STATE technicians to CLEC end users will contain no brand. If the CLEC end user is not at home when the AT&T 4-STATE technician arrives, the AT&T MIDWEST 4-

STATE technician shall leave on the premises "not-at-home" cards that are unbranded but include the contact number for CLEC The AT&T 4-STATE technician will not leave on the premises a AT&T 4-STATE-branded "not-at-home" card.

33.1.5 <u>Local Account Maintenance</u>

33.1.5.1 AT&T 4-STATE shall make account local service provider freezes available for CLEC's end users (for which CLEC purchases resale services from AT&T 4-STATE) on a basis that is at least equal in kind and quality to the local service provider freezes it provides to its end users.

33.1.6 <u>Change in Service Provider</u>

33.1.6.1 If an end user notifies AT&T 4-STATE or CLEC that the end user requests local exchange service from such Party, the Party receiving such request shall be free to immediately provide service to such end user and to use any CPNI of such end user in its possession to provide such service. The currently serving Party shall release customer-specific facilities in accordance with the end user's direction or that of the end user's authorized agent.

33.1.6.2 When a CLEC end user (for which CLEC purchases resale services or UNEs from AT&T 4-STATE) changes or withdraws authorization to provide service, CLEC shall provide, upon request by AT&T 4-STATE, necessary pre-order information to facilitate the prompt release of end user-specific facilities in accordance with the end user's direction. If the account has a local freeze, CLEC will release the preorder information to a new service provider or an end user's authorized agent upon the removal of the freeze by the end user. Such pre-order information, provided via CLEC Customer Service Record or some other mutually agreed-upon method, shall include the AT&T 4-STATE telephone number (or, if none, the end user's circuit ID), AT&T 4-STATE billing account number and any services or features, including listings. The Party or other agent authorized to commence service for such end user shall be free to re-use the facilities and issue service orders or Local Service Requests ("LSRs") as required to commence such service and discontinue prior service.

ARTICLE 35
ENTIRE AGREEMENT
SIGNATURES

35.0 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, 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. Neither Party shall be bound by any 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 12th day of May 2008.

Access One, Inc.

Signature:

Name: Mark Jozwiak
(Print or Type)

Title: President
(Print or Type)

Date: 5-8-2008

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
by AT&T Operations, Inc., its authorized agent

Signature:

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Director - Interconnection Agreements
(Print or Type)

Date: 5-12-08

	Resale OCN	UNE OCN
INDIANA	5043	8153
MICHIGAN	5043	8039
OHIO	5043	9611
WISCONSIN	5043	8154

ACNA - EEO

SCHEDULE 2.2
BONA FIDE REQUEST

2.2.1 Bona Fide Request.

2.2.1.1 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 CLEC to AT&T 4-STATE for methods of interconnection, access to 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 4-STATE.

2.2.1.2 AT&T 4-STATE shall promptly consider and analyze the submission of a Bona Fide Request from CLEC for: (a) a method of Interconnection or access to an unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) a method of Interconnection or access to an unbundled Network Element (including Combinations thereof) that is different in quality to that which AT&T 4-STATE provides itself at the time of such request; or (c) a customized service for features, capabilities, functionalities or an 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".

2.2.1.3 A Bona Fide Request must be submitted with a BFR Application Form as that form is set forth on AT&T's CLEC Online website. Included with the Application CLEC 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.

2.2.1.4 CLEC may cancel a Bona Fide Request at any time by written notice to AT&T 4-STATE, but will pay AT&T 4-STATE, 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 4-STATE's receipt of the cancellation.

2.2.1.4.1 CLEC is responsible for the reasonable costs incurred by AT&T 4-STATE to prepare the Preliminary Analysis of CLEC's BFR. When submitting a BFR Application Form, CLEC has two options to compensate AT&T 4-STATE for its costs incurred to complete the Preliminary Analysis of the BFR:

2.2.1.4.1.1 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 4-STATE's preliminary evaluation costs, in

which case AT&T 4-STATE may not charge CLEC in excess of the Deposit to complete the Preliminary Analysis; or

2.2.1.4.1.2 Not make the Deposit in which case CLEC shall be responsible for all reasonable costs incurred by AT&T 4-STATE to complete the Preliminary Analysis (regardless of whether such costs are greater or less than the Deposit amount).

2.2.1.4.2 If CLEC submits a Deposit with its BFR, and AT&T 4-STATE is not able to process the BFR or determines that the BFR does not qualify for BFR treatment, then AT&T 4-STATE will return the Deposit to CLEC. 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 CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC. If CLEC cancels the BFR prior to completion of the Preliminary Analysis and a Deposit has been made by CLEC, and the reasonable costs are less than the Deposit amount, the remaining balance of the Deposit will be returned to CLEC.

2.2.1.5 AT&T 4-STATE will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, AT&T 4-STATE shall acknowledge in writing or by facsimile receipt of the Bona Fide Request and in such acknowledgement advise CLEC 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 CLEC's receipt of the BFR acknowledgement at which the Parties will come to agreement on all additional information needed to process the BFR. CLEC will provide an updated BFR application to include the additional information. CLEC acknowledges that the time intervals set forth in this Schedule begin once AT&T 4-STATE has received a complete and accurate BFR Application Form and, if applicable, the Deposit amount.

2.2.1.6 Within thirty (30) calendar days of its receipt of a complete and accurate Bona Fide Request, AT&T 4-STATE shall provide to CLEC a Preliminary Analysis of the BFR Item (the **"Preliminary Analysis"**). The Preliminary Analysis shall respond in one of the following ways:

2.2.1.6.1 indicate that AT&T 4-STATE will provide the BFR Item; or

2.2.1.6.2 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.

2.2.1.7 If the Preliminary Analysis indicates that AT&T 4-STATE will provide the BFR Item, CLEC may, at its discretion, provide written authorization for

AT&T 4-STATE 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 4-STATE deems relevant to CLEC's request for the BFR Item. CLEC's written authorization to develop the BFR Quote must be received by AT&T 4-STATE within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to CLEC's obligation to pay AT&T 4-STATE's reasonable costs incurred for the Preliminary Analysis as set forth in Section 2.2.1.4, above. Any request by CLEC for AT&T 4-STATE to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

2.2.1.8 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to prepare the BFR Quote, AT&T 4-STATE shall provide to CLEC a BFR Quote.

2.2.1.9 Within thirty (30) days of its receipt of the Bona Fide Request Quote, CLEC 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 4-STATE for its reasonable costs incurred in the preparation of the BFR Quote. If CLEC believes AT&T 4-STATE's BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under Article 1, Section 1.9, of the Agreement. If, AT&T 4-STATE 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 CLEC will reimburse AT&T 4-STATE for its reasonable costs incurred in preparing the BFR Quote.

2.2.1.10 Unless CLEC 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.

2.2.1.11 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 Article 1, Section 1.9, 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 Article 1, Section 1.9.

2.2.2 BFR-OC Process

2.2.2.1 In order to request unbundled network elements that are ordinarily combined and not provided for in Article 9, Table 1, the request should be made via the "Bona Fide Request for an Ordinarily Combined Combination" process (hereafter referred to as BFR-OC). The BFR-OC, as referenced herein, is a telecommunications carrier's written request to the Company to provide an ordinarily combined combination of unbundled network elements not specifically identified in Article 9, Table 1.

2.2.2.2 A telecommunications carrier who submits a BFR-OC shall provide:

(a) a technical description of each requested feature, capability, functionality or unbundled network element requested including specification of what UNEs the telecommunications carrier requests the Company to combine, or

(b) a service provided by the Company that the telecommunications carrier wishes to provide through an ordinarily combined combination of UNEs. This includes retail services provided by the Company that may be requested, on a UNE basis.

2.2.2.3 The Company will notify both the Commission and the requesting telecommunications carrier each time additional information is requested by the Company to establish a complete BFR-OC request. The notice will identify the information that is required. The telecommunications carrier is responsible for supplying the requested information and any related information needed to complete its BFR-OC request. None of the time periods shall begin to run until all BFR-OC information required by the Company is received.

2.2.2.4 For all requests submitted via the BFR-OC process, the Company will notify the requesting telecommunications carrier within 10 calendar days of receipt of the complete BFR-OC whether the Company will accept or reject the BFR-OC. The Company will acknowledge receipt of the BFR-OC to the Commission and the requesting telecommunications carrier within two calendar days of receipt of the complete BFR-OC, and will continue to notify the Commission and the requesting telecommunications carrier within two calendar days of the Company's completion of each step in the handling of the BFR-OC. Notification will not be initiated until all BFR-OC information required by the Company is received.

2.2.2.5 For each complete BFR-OC accepted by the Company, the Company will provide the requesting telecommunications carrier within 30 calendar days of receipt of the BFR-OC a preliminary analysis (i.e., a high level estimate of the rate for the requested UNE combination), together with general terms and conditions that apply to the offering. If the requesting telecommunications carrier notifies the Company within 30 calendar days of receipt of the Company's preliminary analysis that the

requesting telecommunications carrier wants the Company to proceed with development of the "ordinarily combined" UNE, the Company will provide the requesting telecommunications carrier a Final Quote within 60 calendar days of receipt of the notification to proceed. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions. Both the Commission and the requesting telecommunications carrier will be provided with a complete explanation of the grounds for any denial of any request within two days of the decision being reached. The notice should include at a minimum, the statutory grounds for denial, the factors that went into the decision that grounds for denial existed and the person or persons who participated in reaching the decision to deny the request, including an indication of who the ultimate decision maker was. If the BFR-OC is rejected, the telecommunications carrier may, at its option, resubmit the request as a standard BFR, according to the provisions set forth herein. The Company will waive its standard fees associated with the costs in the case of a BFR-OC.

2.2.2.6 If the requesting telecommunications carrier notifies the Company within 30 calendar days of receipt of the Company's Preliminary Analysis that the requesting telecommunications carrier wants the Company to proceed with development of the BFR, the Company will provide both the Commission and the requesting telecommunications carrier a Final Quote within 90 calendar days of receipt of the requesting telecommunications carrier's written notification to proceed with the Final Quote. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions. The Company will provide both the Commission and the requesting telecommunications carrier with a complete explanation of the grounds for any denial of any BFR within 30 days of receipt of a complete BFR.

SCHEDULE 3.1
SPACE LICENSE

3.1.1 CLEC, at its sole discretion, may license AT&T 4-STATE to situate AT&T 4-STATE equipment in the CLEC CO and to utilize CLEC site support services in the CLEC CO such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering I-Traffic to CLEC for completion in accordance with Article 3 (Interconnection Pursuant to Section 251(c)(2)). Such licenses and site support services are referred to herein collectively as a "Space License."

3.1.2 The only allowable network interfaces under a Space License are DS1 and DS3.

3.1.3 Space Licenses are available at CLEC's sole discretion and are further subject to the availability of space and site support services in each CLEC CO. To establish a Space License, AT&T 4-STATE must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.

3.1.3.1 Among the information to be provided in the questionnaire, AT&T 4-STATE must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the CLEC CO in which AT&T 4-STATE's equipment is or is to be located is referred to herein as the "Equipment Space."

3.1.3.2 The AT&T 4-STATE is responsible for the installation of Licensed Facilities in accordance with CLEC's installation processes and procedures.

3.1.3.3 If AT&T 4-STATE desires to modify its request, prior to notification from CLEC regarding availability, AT&T 4-STATE may do so by requesting that CLEC cancel the original request providing a new questionnaire to CLEC to process.

3.1.4 Following receipt of the questionnaire, CLEC will determine whether there is sufficient CLEC CO space and site support services to meet the request contained in AT&T 4-STATE's questionnaire. CLEC will notify AT&T 4-STATE in writing whether there is sufficient CLEC CO space available for each such request.

3.1.5 Upon receiving written notification of the availability of CLEC CO space from CLEC, AT&T 4-STATE will provide written verification that it still requires such CLEC CO space. This written notification is AT&T 4-STATE's firm order for each CLEC CO space requested, and will constitute an executed Space License under the terms of this Agreement.

3.1.6 The rates and charges payable by AT&T 4-STATE under this Space License are set forth in the Pricing Schedule.

3.1.7 CLEC agrees to provide site support services as follows:

3.1.7.1 CLEC will design, engineer, furnish, install, and maintain cable racks for AT&T 4-STATE's use.

3.1.7.2 CLEC will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which CLEC will supply DC power to AT&T 4-STATE.

3.1.7.3 CLEC will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.

3.1.7.4 CLEC will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that CLEC maintains for its own similar equipment.

3.1.8 CLEC will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.

3.1.9 AT&T 4-STATE will use the Space Licenses for the solely for the purpose of delivering its I-Traffic to CLEC, so that CLEC may complete such calls in accordance with this Schedule. AT&T 4-STATE agrees not to make any other use of the Space Licenses without the advance written consent of CLEC.

3.1.10 Upon reasonable advance notice and for the limited purpose of performing work for which AT&T 4-STATE is responsible under this Agreement, CLEC licenses AT&T 4-STATE to enter and exit the Equipment Space through portions of the CLEC CO as designated by CLEC. Unless a service outage is occurring or appears to be imminent, AT&T 4-STATE shall perform its work in the CLEC CO during regular business hours as designated from time to time by CLEC.

3.1.11 AT&T 4-STATE shall either furnish to CLEC, and keep current, a written list of all AT&T 4-STATE's employees and CLEC approved contractors authorized to enter the Equipment Space, or provide a 24-hour local or toll-free telephone number which CLEC can use to verify the authority of such persons. AT&T 4-STATE shall also furnish to CLEC, and keep current, samples of the identifying credentials to be carried by such persons. CLEC will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. Notwithstanding any other provision of this Agreement, AT&T 4-STATE hereby releases CLEC, CLEC's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom CLEC has admitted in good faith to the CLEC CO.

3.1.12 While in the CLEC CO, employees of AT&T 4-STATE and its contractors must comply at all times with CLEC's security and safety procedures and requirements. CLEC may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with CLEC's procedures and requirements after being notified of them.

3.1.13 AT&T 4-STATE will be responsible for selecting its contractors and causing their compliance with this Agreement.

3.1.14 Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around CLEC's CO.

3.1.15 AT&T 4-STATE's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in CLEC's sole judgment, might cause damage to or otherwise interfere with CLEC's operations. CLEC reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of CLEC (and its affiliates, vendors, and customers).

3.1.16 In addition to the Licensed Facilities, AT&T 4-STATE may bring into the Equipment Space the small tools and portable test equipment needed for the work for which AT&T 4-STATE is responsible. AT&T 4-STATE will be responsible for the care and safeguarding of all such items. AT&T 4-STATE may not bring any other items into the CLEC CO without CLEC's prior written consent. In particular, and without limiting the foregoing, AT&T 4-STATE may not bring into the CLEC CO any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.

3.1.17 CLEC and its designees may inspect or observe the Equipment Space, the space designated by CLEC for AT&T 4-STATE transmission cable, the Licensed Facilities, and any work performed by or behalf of AT&T 4-STATE in the CLEC CO, at any time. If the Equipment Space is surrounded by a security enclosure, AT&T 4-STATE shall furnish CLEC with all mechanisms and information needed for entry to the Equipment Space.

3.1.18 CLEC and AT&T 4-STATE intend that the Licensed Facilities, whether or not physically affixed to the CLEC CO, shall not be construed to be fixtures. AT&T 4-STATE (or the lessor of AT&T 4-STATE equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.

3.1.19 AT&T 4-STATE agrees not to sell, convey, or lease AT&T 4-STATE transmission cable under any circumstances, except for a conveyance of AT&T 4-STATE transmission cable to CLEC upon termination of the applicable Space License. AT&T 4-STATE further agrees not to cause, suffer, or permit AT&T 4-STATE transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by AT&T 4-STATE or any act or omission of AT&T 4-STATE. If AT&T 4-STATE transmission cable becomes so encumbered, AT&T 4-STATE agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.

3.1.20 The licenses granted by this Agreement are non-exclusive personal privileges allowing

AT&T 4-STATE to situate the Licensed Facilities in the locations indicated by CLEC. These licenses and the payments by AT&T 4-STATE under this Agreement do not create or vest in AT&T 4-STATE (or in any other person) any property right or interest of any nature in any part of the CLEC CO.

3.1.21 The licenses granted to AT&T 4-STATE under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any CLEC CO; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.

3.1.22 CLEC may relocate the licensed space, or the CLEC CO, or both upon thirty (30) days prior written notice to AT&T 4-STATE. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is CLEC's responsibility and is performed by CLEC will be without charge to AT&T 4-STATE. CLEC will reimburse AT&T 4-STATE for the reasonable cost of such relocation work performed by AT&T 4-STATE, and CLEC will provide at its own expense any additional or replacement cable racks and AT&T 4-STATE transmission cable needed to accommodate the relocation of the installation. CLEC and AT&T 4-STATE will work together in good faith to minimize any disruption of service in connection with such relocation.

3.1.23 Licensed Facilities will be furnished, installed and maintained in accordance with the following:

3.1.23.1 AT&T 4-STATE agrees to furnish all Licensed Facilities.

3.1.23.2 AT&T 4-STATE agrees to install the Licensed Facilities. AT&T 4-STATE agrees to comply with specifications and processes furnished by CLEC for installation performed by AT&T 4-STATE.

3.1.23.3 AT&T 4-STATE agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in AT&T 4-STATE's frame to the designated CLEC power source. AT&T 4-STATE will distribute the power among its equipment within the Equipment Space.

3.1.23.4 AT&T 4-STATE agrees to maintain in good working order all AT&T 4-STATE equipment in Equipment Space. CLEC agrees to repair AT&T 4-STATE transmission cable. AT&T 4-STATE is not permitted to repair installed AT&T 4-STATE transmission cable in order to avoid possible harm to other transmission cables.

3.1.23.5 AT&T 4-STATE may use contractors to perform installation and maintenance for which AT&T 4-STATE is responsible. CLEC consents to use of those contractors listed on a then current CLEC approved list of AT&T 4-STATE submitted contractors. Use of any other contractors shall require CLEC's prior written consent, which shall not be unreasonably withheld.

3.1.23.6 AT&T 4-STATE may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If AT&T 4-STATE chooses to install its equipment in locked cabinets, AT&T 4-STATE shall leave the appropriate keys with CLEC and agrees to allow CLEC the right of entry to such cabinets.

3.1.24 Under the Space Licenses, CLEC performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by CLEC, and provides no maintenance for any AT&T 4-STATE equipment in Equipment Space. CLEC warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with CLEC technical specifications and that the incidental material provided by CLEC shall be free from defects. CLEC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.1.25 In addition to any other rights or remedies that CLEC may have under this Agreement or at law, CLEC may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:

3.1.25.1 AT&T 4-STATE fails to pay charges due or fails to comply with any of the terms or conditions of this Schedule.

3.1.25.2 AT&T 4-STATE fails to utilize the Licensed Facilities for the authorized purpose described in this Schedule.

3.1.25.3 AT&T 4-STATE fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Schedule.

3.1.26 In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:

3.1.26.1 Within thirty (30) days after termination of a Space License, AT&T 4-STATE will, at its sole expense, remove all AT&T 4-STATE equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If AT&T 4-STATE fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, CLEC may, at its option, upon ten (10) days written notice to AT&T 4-STATE, perform the removal and restoration at AT&T 4-STATE's sole risk and expense.

3.1.26.2 Because removal of installed AT&T 4-STATE transmission cable may cause damage to other cables or fiber, AT&T 4-STATE agrees to relinquish its transmission cable to CLEC in lieu of removal. Upon termination of the applicable Space License, all AT&T 4-STATE transmission cable will be automatically conveyed to CLEC,

thereby becoming the property of CLEC, free of any interest or lien of any kind by AT&T 4-STATE (or by any person claiming through AT&T 4-STATE). At CLEC's request, AT&T 4-STATE will promptly execute and deliver to CLEC a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of AT&T 4-STATE transmission cable to CLEC.

3.1.26.3 If no monies are owed by AT&T 4-STATE to CLEC under this Agreement, CLEC agrees to deliver such removed equipment to AT&T 4-STATE's last known business address or to a domestic location designated by AT&T 4-STATE, at AT&T 4-STATE's sole risk and expense. If monies are so owed, AT&T 4-STATE agrees that CLEC may either take ownership free of any interest or lien by AT&T 4-STATE (or those claiming through AT&T 4-STATE) or treat such equipment as abandoned by AT&T 4-STATE.

SCHEDULE 9.5
PROVISIONING OF NETWORK ELEMENTS

9.5 Provision of Network Elements.

Provision of Network Elements is in accordance with Article 33 and Schedule 33.1.

SCHEDULE 9.2.1
LOCAL LOOPS

9.2.1 Local Loops.

9.2.1.1 Definition. The Loop to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes a transmission facility between a distribution frame (or its equivalent) in a AT&T 4-STATE Central Office and the Loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled (or controlled) by AT&T 4-STATE. The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber (as set forth in Schedule 9.2.3) attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. In addition, the local loop network element includes DS1, DS3, and fiber. To the extent required by applicable law**,** the local loop network element includes other high capacity loops. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. In the event AT&T 4-STATE moves existing loop facilities to new spare or otherwise maintain facilities, AT&T 4-STATE will make commercially reasonable efforts to terminate the new facility at the same Network Interface Device location, obviating the need for inside wire re-arrangements on behalf of CLEC. If AT&T 4-STATE intends to move the new Facility it will give CLEC reasonable prior notice pursuant to the written contract instructions provided by CLEC. The demarcation point is that point where AT&T 4-STATE's control of the loop facility ceases, and the subscriber's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins. The demarcation point is defined by control; it is a point where AT&T 4-STATE's and a property owner's responsibilities meet. The loop shall include the use of all test access functionality including without limitation for both voice and data, for example, smart jacks for DS1 loops. In this Schedule 9.2.1 to Article 9 any reference to SD-1 shall mean, at CLEC's option, either DS-1 AMI or xDSL facility.

9.2.1.2 Loop Requirements. AT&T 4-STATE must offer unbundled access to Loops. The actual Loop transmission facilities used to provide a Loop may utilize any of several technologies.

9.2.1.2.1 Intentionally left blank.

9.2.1.3 Unbundled Loop Types. AT&T 4-STATE shall allow CLEC to access the following Loop types unbundled from local switching and transport (in addition to those Loops available under applicable tariffs) or in combination (as set forth in Article 9).

9.2.1.3.1 "2-Wire Analog Voice Grade Loop" or "Analog 2W," which supports analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start

seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer) and terminates in a 2-Wire interface at both the central office MDF and the customer premises. Analog 2W includes Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, AT&T 4-STATE Unbundled Analog Loops.

9.2.1.3.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W," which supports transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface at both ends. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, AT&T 4-STATE Unbundled Analog Loops.

9.2.1.3.3 "2-Wire ISDN 160 Kbps Digital Loop" or "BRI-ISDN" which supports digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). BRI-ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to Technical Reference AM-TR-TMO-000123, AT&T 4-STATE Unbundled Digital Loops (including ISDN).

9.2.1.3.4 "xDSL capable Loop". xDSL Capable Loop" is a loop that a CLEC may use to deploy xDSL technologies and is provided as set forth in Schedule 9.2.2.

9.2.1.3.4.1 AT&T 4-STATE shall provide CLEC with the ability to specify, at a minimum PSD masks 1-7 when CLEC orders an xDSL capable loop from AT&T 4-STATE.

9.2.1.3.5 "4-Wire 1.544 Mbps Digital Loop" or "1.544 Mbps Digital" is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and on the DSX frame in AT&T 4-STATE's Central Office. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00023.

9.2.1.3.6 DS3 Digital Loop. The DS3 loop provides a digital, 45 Mbps transmission facility from the AT&T 4-STATE Central Office to the loop demarcation point at the end user premises. Unbundled DS1 or DS3 loops may be employed in combination with transport facilities to replace special access services or facilities in accordance with the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), as clarified by the Order Clarifying Supplemental Order released and adopted by the FCC on June 2, 2000.

9.2.1.4 Intentionally left blank.

9.2.1.5 Access to Unbundled Loops Currently Provided Over Integrated Digital Loop Carrier Systems (IDLC). AT&T 4-STATE shall provide CLEC access to its unbundled Loops at each of AT&T 4-STATE's Wire Centers. In addition, if CLEC requests one or more Loops serviced by an Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, AT&T 4-STATE shall, where available either move the requested Loop(s) to a spare, existing physical Loop at no charge to CLEC or move the Loop(s) involved to a Universal Digital Loop Carrier (UDLC) facility. CLEC may request other options including employing equipment in the remote terminal location or in the central office that permits CLEC to service the retail customer in a non-discriminatory manner. AT&T 4-STATE shall provide such options on a Bona Fide Request (**"**BFR**"**) basis as set forth in Article 2 where technically feasible. If, however, no spare physical Loop is available, AT&T 4-STATE shall notify CLEC of the lack of available facilities. CLEC may then at its discretion make a Bona Fide Request (**"BFR"**) for AT&T 4-STATE to provide the unbundled Loop and to the extent required by law, AT&T 4-STATE may agree to provide such UNEs through the BFR process. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in this Agreement and the AT&T 4-STATE Network Element Performance Benchmarks set forth in Article 32 (Performance Measurements) of this Agreement shall not apply to unbundled Loops provided under this Section 9.2.1.5.

9.2.1.6 High Frequency Spectrum. Schedule 9.2.2 (xDSL) of this Agreement contains the requirements associated with AT&T 4-STATE Line Sharing and access to the High Frequency Spectrum of a loop.

9.2.1.7 Spectrum Management

9.2.1.7.1 A request by CLEC for an xDSL capable and/or an xDSL-equipped Loop will be treated in a non-discriminatory manner and provided consistent with Schedule 9.2.2.

SCHEDULE 9.2.2
XDSL AND HIGH FREQUENCY PORTION OF THE LOOP

9.2.2. High Frequency Portion of the Loop.

9.2.2.1 Introduction.

9.2.2.1.1 This Schedule sets forth terms and conditions for providing xDSL and the High Frequency Portion of the Loop (**"**HFPL**"**) by AT&T 4-STATE and CLEC. Nothing in this Schedule 9.2.2 shall obligate AT&T 4-STATE to provide a splitter (defined in Section 9.2.2.2.9, below) to CLEC for purposes of line sharing or line splitting.

9.2.2.1.2 The prices at which AT&T 4-STATE agrees to provide CLEC with xDSL-capable loops and HFPL are contained in the Pricing Schedule.

9.2.2.1.3 AT&T 4-STATE shall provide CLEC with access to UNEs to provide combinations of voice services, data services, or voice and data services.

9.2.2.1.4 AT&T 4-STATE agrees to provide CLEC with access to UNEs (including HFPL loop offerings) in accordance with the rates, terms and conditions set forth in this Schedule 9.2.2 (HFPL) and the general terms and conditions applicable to UNEs under Article 9, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

9.2.2.2 Definitions.

9.2.2.2.1 AT&T 4-STATE Line Sharing is defined as use of the High Frequency Portion of the local copper loop ("HFPL") by CLEC (or a third party CLEC) to provide Advanced Services to customers that obtain retail local voice service from AT&T 4-STATE on the same local copper loop, as addressed in In the Matter of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order on Reconsideration in Docket 98-147, rel. December 9, 1999 and Fourth Report and Order on Reconsideration in CC Docket No. 96-98, rel. December 9, 1999 (together the "Line Sharing Order"), Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147, Sixth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (rel. January 19, 2001) ("Line Sharing Reconsideration Order") and other applicable law. This provision does not in anyway limit CLEC's ability referenced under Section 9.2.1.2.1.

9.2.2.2.2 Line Splitting is an arrangement in which a single CLEC, or two CLECs partnering together, utilize a CLEC-owned splitter and DSLAM equipment to provide both voice and data over the same copper loop facility leased from AT&T 4-STATE. This

provision does not in anyway limit CLEC's ability referenced under Section 9.2.1.2.1 of Schedule 9.2.1.

9.2.2.2.3 For purposes of this Schedule, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

9.2.2.2.4 For purposes of this Schedule, a "subloop" is defined as any portion of the loop from AT&T 4-STATE'SF1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in AT&T 4-STATE**'s** outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.

9.2.2.2.5 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

9.2.2.2.6 Intentionally left blank.

9.2.2.2.7 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another 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 standards body.

9.2.2.2.8 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 9.2.2.2.7, above of this Schedule.

9.2.2.2.9 A "splitter" is a passive device used to separate the voice and data concurrently traversing a copper xDSL capable loop.

9.2.2.2.10 "Digital Subscriber Line Access Multiplexer" (DSLAM) is a piece of equipment that combines end-user DSL connections to a single high-speed signal for connection to a packet switch, typically ATM or IP.

9.2.2.2.11 "2-Wire xDSL Loop": A 2-Wire xDSL Loop for purposes of this Schedule 9.2.2, is a copper loop over which CLEC 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 will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet total length or 2,000 feet single length). However, any loop exceeding 12,000 feet, removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be only performed at CLEC's request. Removal of items for loops under 12,000 feet is free of charge. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.

9.2.2.2.12 "2-Wire Digital Loop" (e.g. ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Schedule 9.2.2 is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in Schedule 9.2.1 and the rates in the Pricing Schedule.

9.2.2.2.13 4-Wire xDSL Loop": A 4-Wire xDSL Loop for purposes of this Schedule 9.2.2, is a copper loop over which CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet total length or 2,000 feet single length). However, removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in the Pricing Schedule shall apply to this 4-Wire xDSL Loop.

9.2.2.2.14 "IDSL Loop": An IDSL Loop for purposes of this Schedule 9.2.2, is a 2-Wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in Schedule 9.2.1, and the rates in the Pricing Schedule. 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. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop.

9.2.2.3 General Terms And Conditions Relating to the High Frequency Portion of the Loop.

9.2.2.3.1 AT&T 4-STATE will provide an HFPL loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Schedule. AT&T 4-STATE will not impose limitations on the transmission speeds of xDSL services; provided, however, AT&T 4-STATE does not guarantee

transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on the HFPL loops that do not cause significant degradation with analog voice band transmission.

9.2.2.3.2 AT&T 4-STATE shall not deny CLEC's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless AT&T 4-STATE has demonstrated to the state commission in accordance with FCC orders that CLEC's deployment of the specific technology will significantly degrade the performance of other advanced services or traditional voice band services.

9.2.2.3.3 In the event CLEC wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, CLEC will provide documentation describing that action to AT&T 4-STATE and the state commission before or at the time of its request to deploy such technology within AT&T 4-STATE.

9.2.2.3.4 In the event CLEC wishes to introduce a technology on the HFPL loop that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

9.2.2.3.5 AT&T 4-STATE shall provide CLEC a order process that will enable CLEC to change from an existing line sharing arrangement to a line splitting arrangement using AT&T 4-STATE provided UNEs, where CLEC or partnering CLEC is providing the existing data service. Where CLEC, or partnering CLEC, does not specify a change of splitter assignments for CLEC provided splitter, AT&T 4-STATE will not cause a disruption of service during a transition. Where CLEC is currently engaging in line splitting over an xDSL capable loop using AT&T 4-STATE provided unbundled local switching or CLEC provided switching, and requires a change in splitter assignment, the disruption required to fulfill CLEC's request will be kept to a minimum, or as documented, in advance, within mutually agreeable provisioning procedures.

9.2.2.3.6 Intentionally left blank.

9.2.2.3.7 Whenever CLEC provides service utilizing an unbundled xDSL-capable loop, either alone or utilized by CLEC in conjunction with other UNEs CLEC shall control the entire loop spectrum. In addition, CLEC has the right to offer services with the HFPL of the UNE loop, either by itself or via an authorized High Bandwidth Service Supplier ("HBSS") (as further defined below).

9.2.2.4 Intentionally left blank.

9.2.2.5 Use of High Bandwidth Service Suppliers.

9.2.2.5.1 Use of High Bandwidth Services Supplier. CLEC may identify one or more CLECs as an authorized High Bandwidth Service Supplier ("HBSS"), authorized by CLEC to add, change or delete High Bandwidth Services capabilities on a xDSL-capable Loop employed or ordered by CLEC. If CLEC chooses to utilize HBSSs under this section, the orders issued by the HBSS must appear, in all ways, as if the orders were submitted by CLEC. For orders submitted under this Schedule 9.2.2, AT&T 4-STATE will treat the order in exactly the same manner as if CLEC, and not a third party, submitted the order. AT&T 4-STATE's will make the LSP Authorization Method , available by March 13, 2004.

9.2.2.5.2 HBSSs authorized by CLEC under this Schedule 9.2.2 must be independently qualified and certified pursuant to all applicable federal and state laws and regulations to provide services using the UNE loop employed or ordered by CLEC under this Agreement, and in submitting written notice to AT&T 4-STATE authorizing an HBSS, CLEC represents and warrants that such qualification and certification has been obtained.

9.2.2.5.3 Notwithstanding CLEC's authorization of one or more HBSSs to add, change or delete advanced services capabilities on CLEC UNE loops, CLEC shall remain primarily obligated to AT&T 4-STATE under this Agreement for all charges and liabilities, including indemnification obligations, relevant to the ordering and use of the UNE loops. Further, CLEC shall be liable for any and all negligence or willful acts by such authorized HBSSs that result in property damage or personal injury to AT&T 4-STATE or any third party, and shall defend and indemnify AT&T 4-STATE against such damage pursuant to the GT&C Article's Indemnification section. Further, CLEC hereby releases AT&T 4-STATE from any and all liability for property damage or personal injury resulting, in whole or in part, from AT&T 4-STATE's reliance on CLEC's authorization of an HBSS to add, change or delete advanced services capabilities on CLEC UNE loops under this Section.

9.2.2.6 Advanced Notification. To the extent AT&T 4-STATE provides advanced notification to any CLEC including an affiliate that identifies when xDSL qualified loops and/or electronic loop qualification information access will be made available in a particular central office, AT&T 4-STATE will provide such notification to CLEC on the same basis and at the same time.

9.2.2.7 Advanced Services Equipment Deployment.

9.2.2.7.1 CLEC may directly deploy, (or deploy through an HBSS), any advanced services equipment that operates within the Power Spectral Density ("PSD") mask parameters

set forth in T1.413 or conforms to other generally recognized and applicable industry standards.

9.2.2.8 Unbundled xDSL-Capable Loop Offerings.

9.2.2.8.1 DSL-Capable Loops: For each of the loop types described in Sections 9.2.2.8.1.1 – 9.2.2.8.1.2, below, CLEC will, at the time of ordering, notify AT&T 4-STATE as to the Power Spectral Density (PSD) mask of the technology CLEC the will deploy.

9.2.2.8.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC 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 will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet total length, or 2,000 feet single length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is subject to conditioning charges (except as provided in Section 9.2.2.12.4.1 below), and will be performed at CLEC's request. The rates set forth in Pricing Schedule shall apply to this 2-Wire xDSL Loop.

9.2.2.8.1.2 Sub-Loop: In locations where AT&T 4-STATE has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, AT&T 4-STATE will make the following options available to CLEC.

9.2.2.8.1.2.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, CLEC has the option of requesting AT&T 4-STATE to make copper facilities available (subject to Section 9.2.2.8.1.6, below).

9.2.2.8.1.2.2 CLEC has the option of collocating a DSLAM in AT&T 4-STATE's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When CLEC collocates its DSLAM at AT&T 4-STATE RTs, AT&T 4-STATE will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

9.2.2.8.1.2.3 Where CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and AT&T 4-STATE has placed a DSLAM in the RT, AT&T 4-STATE must unbundle and provide access to its packet switching, only if all the conditions set forth in Section 9.2.6.5 of Schedule 9.2.6 are satisfied. If the conditions are satisfied as to the RT, the Parties shall negotiate rates, terms and conditions for unbundled packet switching to include in this Agreement. The rates set forth in the Pricing Schedule for the copper sub-loop shall apply to CLEC's copper sub-loop access.

9.2.2.8.1.3 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

9.2.2.8.1.4 When AT&T 4-STATE traditional retail POTS services are disconnected AT&T 4-STATE will notify CLEC that the POTS is being disconnected via the Loss Notification Process set forth on CLEC Online. CLEC will determine whether the Line Sharing Circuit will be converted to a full stand alone UNE loop or disconnected. All appropriate charges for the rearrangement and or disconnect shall apply, as set forth in the Pricing Schedule.

9.2.2.8.1.5 AT&T 4-STATE shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraphs 74 & 75. AT&T 4-STATE shall, however, permit line splitting, where CLEC or its designated agents access UNE loops per the FCC's Line Sharing Reconsideration Order, paragraph 17, and the FCC's Memorandum Opinion and Order in the Matter of Application of SBC Communications Inc., et al, Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas, FCC 00-238, CC Docket No. 00-65, rel. June 30, 2000, paragraphs 323-329.

9.2.2.8.1.6 AT&T 4-STATE shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. AT&T 4-STATE shall be under no obligation to provide line sharing where AT&T 4-STATE is not the existing retail provider of the traditional, analog voice service (POTS). AT&T 4-STATE will, however, permit line splitting by CLEC, when CLEC uses its own splitter or the splitter of a third party. This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning should be performed at its request. CLEC shall pay AT&T 4-STATE for any conditioning performed per Section 9.2.2.12.1 and 9.2.2.12.2, below.

9.2.2.8.1.7 For each loop (including the HFPL), CLEC shall at the time of ordering, notify AT&T 4-STATE as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will notify AT&T 4-STATE. Likewise, AT&T 4-STATE will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. AT&T 4-STATE will use this formation 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 (but still remains in the HFPL only), CLEC shall provide AT&T 4-STATE with a technical description of the technology (including power mask) for inventory purposes.

9.2.2.8.1.8 AT&T 4-STATE shall not impose its own standards for provisioning xDSL services, all parties must abide by commission or FCC approved standards. AT&T 4-STATE will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

9.2.2.9 HFPL: Splitter Ownership and Standards

9.2.2.9.1 Splitter ownership:

9.2.2.9.1.1 CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain its own splitters. Such splitters may be of a type other than that offered by AT&T 4-STATE. When physically collocating, splitters shall be installed in CLEC's collocation arrangement area (whether caged or cageless) consistent with AT&T 4-STATE's standard collocation practices and procedure. When virtually collocated, AT&T 4-STATE will install, provision and maintain CLEC-owned splitters under the terms of virtual collocation.

9.2.2.9.2 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

9.2.2.9.3 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

9.2.2.10 Operational Support Systems Loop Makeup Information and Ordering.

9.2.2.10.1 General: In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that AT&T 4-STATE is providing to any other CLEC and/or AT&T 4-STATE's retail operations or its advanced services affiliate.

9.2.2.10.2 AT&T 4-STATE shall provide CLEC or its authorized agent with electronic access to all loop make-up information that is currently or subsequently made available on an electronic basis to any employees of the AT&T 4-STATE or AT&T 4-STATE affiliate(s). AT&T 4-STATE will offer training for CLEC personnel that is no less complete and timely as that provided to other CLECs, personnel of the AT&T 4-STATE or AT&T 4-STATE affiliates who utilize the loop qualification information. To the extent CLEC requires additional loop qualification information that is not available electronically from AT&T 4-STATE, but is maintained in manual records, AT&T 4-STATE shall make such information available within the same time frame that the information is available to the AT&T 4-STATE's own personnel or that of the AT&T 4-STATE's subsidiary, and CLEC will be charged the same fee as that charged to AT&T 4-STATE subsidiaries for the manual retrieval of such information in accordance with the terms and conditions specified in Section 9.2.2.10.3.2.

9.2.2.10.2.1 AT&T 4-STATE, within thirty (30) days of the effective date of this Agreement, shall disclose to CLEC all loop qualification data that it will make available for understanding the transmission characteristic of a loop, regardless of whether or not the retail operations of AT&T 4-STATE, or the advanced services affiliate of AT&T 4-STATE, currently utilizes such information. AT&T 4-STATE shall, at the same time, identify what information is maintained in electronic versus hard copy media. To the extent multiple sources of the same information exist, AT&T 4-STATE shall identify the most reliable source. For example, to the extent AT&T 4-STATE keeps records that may permit CLEC to understand the quality of the loop, even if it is subjective in nature such records must be identified.

9.2.2.10.2.2 AT&T 4-STATE shall provide CLEC with any loop makeup information currently available or subsequently made available directly or indirectly to its retail operation and/or affiliates. Such information includes any assessment of what specific variant of xDSL capability a loop can support and whether such support is contingent upon utilization of particular brand(s) or model(s) of network equipment or premises deployed equipment.

9.2.2.10.3 Loop Qualification: AT&T 4-STATE will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as AT&T 4-STATE's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information.

9.2.2.10.3.1 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 in Section 9.2.2.10.3 above will return information including but not limited to, as described in AT&T's Plan of Record when such information is contained in AT&T 4-STATE's electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop ordered at the rates set forth in the Pricing Schedule.

9.2.2.10.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in the Pricing Schedule, as long as the prices do not exceed what AT&T 4-STATE charges its own subsidiary.

9.2.2.10.4 All categories of loop qualification are subject to the following:

9.2.2.10.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to CLEC.

9.2.2.10.4.2 If CLEC elects to have AT&T 4-STATE provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to CLECs in the Performance Measurements that were adopted in the Michigan Collaboration or to AT&T 4-STATE's affiliate, whichever is less.

9.2.2.10.4.3 If the results of the loop qualification indicate that conditioning may be required, CLEC may request that AT&T 4-STATE perform conditioning at charges set forth in the Pricing Schedule. CLEC may order the loop without conditioning or with partial conditioning if desired.

9.2.2.10.4.4 For the HFPL, if CLEC's requested conditioning would degrade the customer's analog voice service, AT&T 4-STATE is not required to condition the loop. However, should AT&T 4-STATE refuse CLEC's request to condition a loop, AT&T 4-STATE will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

9.2.2.11 Intentionally left blank.

9.2.2.12 Provisioning.

9.2.2.12.1 Provisioning: AT&T 4-STATE will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee metallic loop parameters, including continuity and pair balance rates**.** On loops where CLEC has requested that no conditioning be performed, AT&T 4-STATE's maintenance will be limited to verifying loop suitability based on the loop makeup. For loops having had partial or extensive conditioning performed at CLEC's request, AT&T 4-STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, AT&T 4-STATE will remove load coils, repeaters, and excessive bridged taps (i.e., total bridge tap and single bridge tap parameters that meet industry guidelines) at no charge to CLEC.

9.2.2.12.1.1 For purposes of this Schedule 9.2.2, "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).

9.2.2.12.1.2 For purposes of this Schedule 9.2.2, "proof of continuity" 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.

9.2.2.12.2 Subject to Section 9.2.2.10.4.4, above, CLEC shall designate, at CLEC's sole option, what loop conditioning AT&T 4-STATE is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Pricing Schedule. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics.

9.2.2.12.3 The provisioning intervals are applicable to every xDSL loop and the HFPL regardless of the loop length.

9.2.2.12.3.1 The provisioning and installation interval for xDSL capable loops and 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 a DSL capable loop or the HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to AT&T 4-STATE's tariffed xDSL-based services, or its affiliate's, whichever is less.

9.2.2.12.3.2 The provisioning and installation intervals for xDSL-capable loops and the HFPL 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 AT&T 4-STATE's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC's customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

9.2.2.12.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

9.2.2.12.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.

9.2.2.12.3.5 Subsequent to the initial order for an xDSL-capable loop, subloop or the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

9.2.2.12.3.6 CLEC, at its sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the Pricing Schedule.

9.2.2.12.3.7 When provisioning a migration from UNE-P to line splitting AT&T 4-STATE shall not introduce a greater degree of service interruption or service degradation than that experienced when provisioning HFPL for line sharing.

9.2.2.12.3.8 Intentionally left blank.

9.2.2.12.4 Maintenance.

9.2.2.12.4.1 AT&T 4-STATE will provide CLEC remote test access capability at parity with AT&T 4-STATE's data affiliate. AT&T 4-STATE must either provide physical test access at the test access point on the splitter or provide a mutually agreeable remote test access alternative (i.e., MLT or equivalent) AT&T 4-STATE shall be responsible for maintenance and repair of any equipment or facilities that it deploys including, but not limited to, the loop facility on the end user side of the splitter, any splitter that AT&T 4-STATE has deployed, and all intra-office wiring that AT&T 4-STATE has provided. AT&T 4-STATE shall cooperate with CLEC (and any CLEC authorized HBSS as set forth in Section 9.2.2.5) for the purposes of sectionalizing, diagnosing and otherwise resolving trouble reported or detected on these facilities.

9.2.2.12.5 Billing. Any chargeable activities initiated by CLEC or its HBSS, as provided for in this section, shall be billed by AT&T 4-STATE to CLEC pursuant to CLEC's interconnection agreement.

9.2.2.12.6 Performance Measurement and Consequences. AT&T 4-STATE shall provide xDSL Service to CLEC in accordance with the Performance Standards, Measurements and Penalties detailed in this Agreement.

9.2.2.13 xDSL Acceptance Testing and Cooperative Testing.

9.2.2.13.1 AT&T 4-STATE and CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.

9.2.2.13.1.1 Should CLEC 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.

9.2.2.13.1.2 If the LSR was placed without a request for Acceptance Testing, and CLEC 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.

9.2.2.13.2 Acceptance Testing Procedure.

9.2.2.13.2.1 Upon delivery of a loop to/for CLEC, AT&T 4-STATE's field technician will call the LOC and the LOC tester will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.

9.2.2.13.2.1.1 For 2-wire xDSL capable loops that are not provisioned through repeaters or digital loop carriers, the AT&T 4-STATE field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

9.2.2.13.2.1.2 For 2-wire xDSL capable loops that are provisioned through repeaters or Digital Loop Carrier, the AT&T 4-STATE field technician will not perform a short or open circuit due to technical limitations.

9.2.2.13.2.1.3 If the loop passes the "Proof of Continuity" parameters, as defined by Schedule 9.2.2 for xDSL capable loops, CLEC will provide AT&T 4-STATE with a confirmation number and AT&T 4-STATE will complete the order. CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in the Pricing Schedule.

9.2.2.13.2.1.4 If the Acceptance Test fails the loop Continuity Test parameters, as defined by Schedule 9.2.2 for xDSL-capable loops**,** the LOC technician will take any or all reasonable steps to immediately resolve the problem with CLEC 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 CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AT&T 4-STATE will re-contact CLEC's representative to repeat the Acceptance Test. When the aforementioned test parameters are met, CLEC will provide AT&T 4-STATE with a confirmation number and AT&T 4-STATE will complete the order. If CLEC's xDSL service does not function as desired, yet test

parameters are met, AT&T 4-STATE will still close the order. AT&T 4-STATE will not complete an order that fails Acceptance Testing.

9.2.2.13.2.1.5 Intentionally left blank.

9.2.2.13.2.1.6 AT&T 4-STATE will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T 4-STATE may then close the order utilizing existing procedures, document the time and reason, and may bill CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 9.2.2.13.2.4 below.

9.2.2.13.2.1.7 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from AT&T 4-STATE error as determined through standard testing procedures, CLEC will be credited for the cost of the Acceptance Test. Additionally, CLEC may request AT&T 4-STATE to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge.

9.2.2.13.2.1.8 Intentionally left blank.

9.2.2.13.2.1.9 Intentionally left blank.

9.2.2.13.2.1.10 Acceptance Testing Billing

9.2.2.13.2.1.10.1 CLEC will be billed for Acceptance Testing for loops that are installed correctly.

9.2.2.13.2.2 Cooperative Testing:

REGION	TARIFF
AT&T Midwest Region 5-State	FCC No. 2; Sec. 13.3.4 (C)(1)(a)

9.2.2.13.2.2.1 AT&T 4-STATE and CLEC agree to implement Cooperative Testing during the repair and maintenance cycle of xDSL capable loops delivery.

9.2.2.13.2.2.2 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.

9.2.2.13.2.2.3 If the trouble ticket was opened without a request for Cooperative Testing, and CLEC 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.

9.2.2.13.2.3 Cooperative Testing Procedure: The AT&T 4-STATE field technician will call the LOC and the LOC will contact CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

9.2.2.13.2.3.1 If the loop passes the "Proof of Continuity" parameters, as defined by Schedule 9.2.2 for DSL capable loops, both Parties agree to close out the trouble report and the LOC will bill for the cooperative testing.

9.2.2.13.2.3.2 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by Schedule 9.2.2 for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with CLEC 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 CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by Schedule 9.2.2 for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact CLEC for another cooperative testing.

9.2.2.13.2.3.3 AT&T 4-STATE will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T 4-STATE may then close the trouble ticket, document the time and reason, and may bill CLEC as if the Cooperative Test had been completed.

9.2.2.13.2.4 The charges for Acceptance and Cooperative Testing are provided in the Pricing Schedule and/or the applicable tariff.

9.2.2.13.2.4.1 If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing 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.

9.2.2.13.2.5 Line Sharing Turn-Up Testing Procedures:

9.2.2.13.2.5.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by AT&T 4-STATE's 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.

9.2.2.13.2.5.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

9.2.2.13.2.5.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in AT&T's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test.

9.2.2.14 Maintenance/Service Assurance.

9.2.2.14.1 If requested by either Party, the Parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2.2.14.2 Narrowband/voice service. If the narrowband, or voice, portion of the 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 4-STATE shall repair the narrowband of the loop without disturbing the broadband portion of the loop if possible. In any case, AT&T 4-STATE shall notify CLEC, and CLEC will determine whether it will notify its end user, any time AT&T 4-STATE's repair effort has the potential of affecting service on the broadband portion of the loop AT&T 4-STATE may proceed with repair of the voice circuit if unable to reach the end user after a reasonable attempt to do so has been made. When connected facility assignment (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard repair interval.

9.2.2.14.3 AT&T 4-STATE will clear trouble reports referred by CLEC and proven to be in the wiring or physically tested and found to be in the Central office or in the loop at parity with clearing times AT&T 4-STATE provides its advanced data affiliate.

9.2.2.14.4 AT&T 4-STATE will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals AT&T 4-STATE provides its advanced services affiliates for the HFPL.

9.2.2.14.4.1 If CLEC opens a trouble ticket for the HFPL portion of the loop to AT&T 4-STATE and the problem is determined to be in CLEC's network, CLEC will pay AT&T 4-STATE the applicable commissioned-ordered tariffed rate for trouble isolation, (as specified in Section 9.2.2.13.2.2 above) upon closing the trouble ticket. CLEC shall be responsible for maintenance and repair of problems in its own network. If the problem occurs in a CLEC virtual collocation arrangement and AT&T is responsible for maintenance and repair, CLEC will pay AT&T 4-STATE the applicable commission-ordered tariffed rate for trouble isolation (as specified in Section 9.2.2.13.2.2 above), maintenance and repair upon closing the trouble ticket.

9.2.2.14.4.2 CLEC-owned splitters: If AT&T 4-STATE isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by CLEC data equipment or splitter, AT&T 4-STATE will notify CLEC and request a

trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The end user will have the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by CLEC. If the end user chooses to have the POTS service restored before the HFPL problem can be corrected and notifies either CLEC or AT&T 4-STATE, the contacted Party will notify the other and provide contact names prior to AT&T 4-STATE "cutting around" the POTS Splitter/DSLAM equipment to restore POTS. When CLEC resolves the trouble condition in its equipment, CLEC will contact AT&T 4-STATE to restore the HFPL. In the event the trouble is identified and corrected in the CLEC equipment, AT&T 4-STATE will charge CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, (as specified in Section 9.2.2.13.2.2 above) upon closing the trouble ticket. If the problem occurs in a CLEC virtual collocation arrangement and AT&T is responsible for maintenance and repair, CLEC will pay AT&T 4-STATE the applicable commission-ordered tariffed rate for trouble isolation (as specified in Section 9.2.2.13.2.2 above), maintenance and repair upon closing the trouble ticket.

9.2.2.14.5 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, AT&T 4-STATE'Smaintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, AT&T 4-STATE will verify continuity and the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. For loops under 12,000 feet, AT&T 4-STATE will remove load coils, repeaters and excessive bridge tap at no charge.

9.2.2.14.6 AT&T 4-STATE will provide CLECs access to its Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, CLEC 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. CLEC may perform intrusive testing by having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on CLEC's trouble documentation for non-mechanized tests.

9.2.2.14.7 AT&T 4-STATE will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by AT&T 4-STATE beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

9.2.2.14.8 CLEC shall not rearrange or modify the retail POTS within its equipment in any way without first coordinating with AT&T 4-STATE beyond the original HFPL service.

9.2.2.15 Spectrum Management.

9.2.2.15.1 CLEC will advise AT&T 4-STATE of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify AT&T 4-STATE as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify AT&T 4-STATE. CLEC will abide by standards pertinent for the designated PSD mask type.

9.2.2.15.2 AT&T 4-STATE agrees that, as part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. AT&T 4-STATE may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. AT&T 4-STATE shall not deny CLEC a loop based upon spectrum management issues, subject to Section 9.2.2.15.3 below. In all cases, AT&T 4-STATE will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by CLEC or by AT&T 4-STATE, as well as competitively neutral as between different xDSL services. Where disputes arise, AT&T 4-STATE and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, AT&T 4-STATE will, upon request from CLEC, disclose within 3-5 business days 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.

9.2.2.15.3 In the event that the FCC or the industry establishes long-term standards and practices tand policies relating to spectrum compatibility and spectrum management that differ from those established in this Schedule, AT&T 4-STATE and CLEC agree to 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.

9.2.2.15.4 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 Commission or FCC, then AT&T 4-STATE and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

SCHEDULE 9.2.3
DARK FIBER

9.2.3 Dark Fiber.

9.2.3.1 Definition. Dark Fiber shall be provided on an unbundled basis as set forth in FCC 99-238. Dark Fiber is deployed unlit fiber optic cable that connects two points within AT&T 4-STATE's network. Dark Fiber is spare fiber that has not been activated through connection to the electronics that "light" that fiber, and thereby rendering it capable of carrying telecommunications services. Spare dark fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end.

9.2.3.2 Interoffice Dark Fiber. AT&T 4-STATE will provide dark fiber in the interoffice transport segment of the network as a network element to be provided on an unbundled basis. Interoffice dark fiber is between two different AT&T 4-STATE Central Offices and terminates on a fiber distribution frame, or equivalent, in the Central Offices.

9.2.3.3 Loop Dark Fiber.

9.2.3.3.1 AT&T 4-STATE will provide loop dark fiber as a network element to be provided on an unbundled basis. Loop dark fiber is a segment between a serving AT&T 4-STATE central office and an end user customer premise.

9.2.3.3.2 AT&T 4-STATE will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber includes the following segments:

9.2.3.3.2.1 the serving AT&T 4-STATE central office and a remote terminal/CEV/Hut; or

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

9.2.3.3.3 At COs, the dark fiber terminates on a distribution frame or equivalent, in the CO. CLEC's access is provided through the same arrangements as for other forms of loop. At remote terminals, CEVs, and huts, CLEC's access to the dark fiber will be provided through the same arrangements as for other forms of sub loops. CLEC must have collocation arrangements at the COs or remote terminals (including CEVs and huts), on both ends of the dark fiber facility.

9.2.3.3.4 At remote terminals, CEVs and Huts, CLEC's access to the dark fiber may be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

9.2.3.4 **Spare Fiber Inventory Availability**. CLEC's request for dark fiber to be provided on an unbundled basis shall be provided by AT&T 4-STATE consistent with FCC rules and applicable state law. AT&T 4-STATE will provide dark fiber consistent with applicable FCC orders and regulations and state law**.** Available spare dark fiber

does not include maintenance spares, fibers set aside and documented for AT&T 4-STATE forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC may not obtain any more than 25% of the spare dark fiber contained in the requested segment. All available spare dark fiber will be provided as is. No conditioning will be offered.

9.2.3.5 Determining Spare Fibers.

9.2.3.5.1 AT&T 4-STATE will inventory spare dark fibers. Spare fibers do not include the following;

1. Maintenance fibers.

2. Defective fibers.

3. Growth fibers. Fibers documented as reserved by AT&T 4-STATE for utilization for growth within the 12 month–period following the carrier's request.

9.2.3.5.2 The appropriate AT&T 4-STATE engineering organization will maintain records on each fiber optic cable for which CLEC requests dark fiber.

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

9.2.3.6 Quantities and Time Frames for Ordering Dark Fiber.

9.2.3.6.1 The minimum number of fiber strands that CLEC can order is one unless it is not technically feasible. Fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, AT&T 4-STATE will provide the remaining spares in one strand at a time and no more than a quantity of 2 strands.

9.2.3.6.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in the Pricing Schedule. If spare dark fiber is available, as determined under this Agreement, AT&T 4-STATE will notify CLEC and CLEC may place an Access Service Request (**"ASR"**) for the dark fiber. AT&T 4-STATE will respond to a dark fiber facilities inquiry from CLEC as per the CLEC Handbook that may be accessed on the AT&T CLEC Online website.

9.2.3.6.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges set forth in the Pricing Schedule.

9.2.3.6.4 Right of Revocation of Access to Dark Fiber

9.2.3.6.4.1 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date AT&T 4-STATE provided the fiber(s), AT&T 4-STATE reserves the right to revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to AT&T 4-STATE'Sinventory. AT&T 4-STATE may invoke this right by providing 10 days written notice to CLEC that AT&T 4-STATE is reclaiming the fibers.

9.2.3.6.4.2 AT&T 4-STATE may reclaim from CLEC the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to CLEC. AT&T 4-STATE will provide an alternative facility for CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. AT&T 4-STATE must also demonstrate to CLEC that the dark fiber will be needed to meet AT&T 4-STATE's bandwidth requirements within the 12 months following the revocation. If the reclamation of dark fiber is contested, CLEC may file a dispute with the Commission after all means to resolve a dispute among the parties have been exhausted with AT&T 4-STATE. AT&T 4-STATE will not reclaim the noticed dark fiber until the dispute is resolved by the Commission provided that CLEC files a dispute with the Commission within 120 days of AT&T 4-STATE's written notice of intent to reclaim dark fiber.

9.2.3.7 Access Methods Specific to Dark Fiber. The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an AT&T 4-STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

9.2.3.8 Installation and Maintenance for Dark Fiber. AT&T 4-STATE will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

SCHEDULE 9.2.4
UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

9.2.4 Unbundled Access to Network Interface Devices.

9.2.4.1 Definition. The Network Interface Device (NID) to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing, it includes all features, functions and capabilities of the facilities used to connect the loop to the non-telephone company wiring. The NID is any means of interconnection of End User customer premises wiring to AT&T 4-STATE'Sdistribution loop facilities, such as a cross connect device used for that purpose. Maintenance and control of the End User's inside wiring (on the End User's side of the demarcation point) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T 4-STATE offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carri CLEC access to the NID is offered as specified below.

9.2.4.2 Access to NID. The AT&T 4-STATE NIDs, that CLEC uses under this Agreement will be existing NIDs installed by AT&T 4-STATE to serve its End Users. AT&T 4-STATE shall permit CLEC to connect CLEC's Loop to the inside wiring of a subscriber's premises through AT&T 4-STATE's NID in the manner set forth below or at any other technically feasible point.

9.2.4.2.1 CLEC, at its option, may select the method for its access to the Customer's inside wire by any of the following means:

(a) CLEC may connect to the End User's premises wiring through the AT&T 4-STATE NID, or at any other technically feasible point.

(b) With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T 4-STATE's NID.

(c) Where an adequate length of inside wire is present and environmental conditions permit, CLEC may remove the inside wire from AT&T 4-STATE's NID and connect that wire to CLEC's NID;

(d) CLEC may enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures;

9.2.4.2.2 Intentionally left blank.

9.2.4.2.3 In no case shall CLEC remove or disconnect AT&T 4-STATE's loop facilities from AT&T 4-STATE's NIDs, enclosures, or protectors. Neither Party will cut the other Party's wiring.

9.2.4.2.4 In no case shall CLEC remove or disconnect ground wires from AT&T 4-STATE's NIDs, enclosures, or protectors.

9.2.4.2.5 In no case shall either Party remove or disconnect NID modules, protectors or terminals from the other party's NIDs, enclosures or protectors.

SCHEDULE 9.2.5
SUBLOOP

9.2.5 SubLoop.

9.2.5.1 Definition. The Subloop to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319(a)(2) and UNE Remand, para. 174 and UNE Remand fn. 292. Without limiting the foregoing it includes the portions of the loop that CLEC can access at any accessible terminal in AT&T 4-STATE's outside plant. Any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber is considered an accessible terminal for the purposes of this Agreement. Accessible terminals for subloops may be located at technically feasible points including:

a. near the customer premises, such as the pole or pedestal, the NID or the minimum point of entry to the customer premises (MPOE).

b. at the feeder distribution interface (FDI), where the trunk line, or "feeder," leading back to the central office, and the "distribution" plant, branching out to the subscribers, meet, and "interface."

c. at the main distribution frame in the incumbent's central office.

d. at the Remote Terminal (RT) only where access to the wire or fiber within the cable without removing a splice case, or RT cover, is available at RT and technically feasible, the Serving Area Interface (SAI), and Terminal (underground or aerial).

9.2.5.2 Subloop Element - Components and Functionality.

The subloop segments for which CLEC may request access include the following:

	FROM:	THROUGH:
1.	Main Distributing Frame	Remote Terminal-DS1, DS3**,** DSO may be available if cross connect feature is available
2.	Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3.	Main Distributing Frame	Terminal
4.	Remote Terminal	Serving Area Interface or Feeder Distribution Interface-DS1 only DSO may be available if cross connect feature is available

5.	Remote Terminal	Network Interface Device-DS1, DS3**,** DSO may be available if cross connect feature is available
6.	Serving Area Interface or Feeder Distribution Interface	Terminal
7.	Serving Area Interface or Feeder Distribution Interface	Network Interface Device
8.	Terminal	Network Interface Device

9.2.5.2.1. A Loop may be comprised of the following sub-components:

9.2.5.2.1.1 Loop Feeder

9.2.5.2.1.1.1 CLEC may request AT&T 4-STATE to provide unbundled Loop Feeder in an area where copper twisted pair Loop Feeder is deployed. If available, AT&T 4-STATE shall provide Loop Feeder as ordered by CLEC. CLEC must have the same opportunity as AT&T 4-STATE to order either loaded or unloaded cable pairs. If CLEC does not have any unloaded cable pairs available, upon specific request, AT&T 4-STATE will provide unbundled Loop Feeder, which is unfettered by any intervening equipment (e.g., filters, load coils, and range extenders). CLEC will reimburse AT&T 4-STATE for actual work performed to remove any bridge taps or load coils in accordance with the time and material rates set forth in the Pricing Schedule.

9.2.5.2.1.1.2 CLEC may request that the Loop Feeder be conditioned to transport a DS1 signal.

9.2.5.2.1.1.3 Where available, CLEC may request unbundling of Loop Feeder that includes DS1, DS3, fiber, and other high capacity feeder loops in deployed applications in AT&T 4-STATE'Snetwork which will transport DS3 and OC-n (where n is defined in the industry standard technical reference). The requirements for such transport are set forth in industry standard technical references.

9.2.5.2.1.1.4 Interface Requirements

9.2.5.2.1.1.4.1 If CLEC desires access to unbundled Loop Feeder in an AT&T 4-STATE Central Office, the Loop Feeder point of termination (POT) within an AT&T 4-STATE central office will be as follows:

9.2.5.2.1.1.4.2 Copper twisted pairs shall terminate on a frame;

9.2.5.2.1.1.4.3 DS1 Loop Feeder shall terminate on a suitably equipped DSX-1 patch panel;

9.2.5.2.1.1.4.4 Fiber Optic cable shall terminate on a LGX, or equivalent, patch panel.

9.2.5.2.1.1.4.5 Depending on the type of Loop Feeder equipment and facilities deployed in AT&T 4-STATE'Snetwork at the requested location, the Loop Feeder shall be provisioned in accordance with the relevant and applicable interface requirements set forth in the industry standard technical reference.

9.2.5.2.1.2 Loop Distribution

9.2.5.2.1.2.1 Loop Distribution is a sub-loop Network Element that is composed of two distinct component parts: Distribution Media and a Network Interface Device (NID) or Minimum Point of Entry (MPOE). Each component part is defined in detail below.

9.2.5.2.1.2.2 Distribution Media provides connectivity between the NID and the terminal block on the subscriber-side of an FDI. The FDI is a device that terminates both the Distribution Media and the Loop Feeder. The Loop and feeder facilities are cross- connected at the FDI to create a bundled Loop (i.e., a continuous transmission path between the NID and a telephone company central office MDF). The FDI in the interfaced design typically makes use of a manual cross-connection, and may be housed inside an outside plant cabinet, hut or remote terminal ("green box"), in a vault (commonly known as a controlled environment Vault – CEV), or utility room in a multi-dwelling unit.

9.2.5.2.1.2.3 The Distribution Media may be copper twisted pair, coax cable, or fiber optic cable. A combination that includes two or more of these media may also be possible.

9.2.5.2.1.2.3.1 AT&T 4-STATE will provide Loop distribution in response to specific CLEC requests for such access.

9.2.5.2.1.2.4 Requirements for All Distribution

9.2.5.2.1.2.4.1 Unbundled Distribution shall be capable of transmitting signals for the following services if provided (as requested by CLEC):

9.2.5.2.1.2.4.1.1 Two-wire and four-wire analog voice grade Loops, and/or;

9.2.5.2.1.2.4.1.2 Two-wire and four-wire Loops that are conditioned to transmit the digital signals needed to provided services such as ISDN, or transmit xDSL, and DS1-level signals. If available facilities contain bridge taps or load coils, AT&T 4-STATE will remove them at CLEC's request, and CLEC will be responsible to reimburse AT&T 4-STATE for any reasonably incurred costs at either time and material or the conditioning rate set forth in the Pricing Schedule.

9.2.5.2.1.2.5 AT&T 4-STATE shall support functions associated with provisioning, maintenance and testing of the unbundled Distribution Media, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which Distribution is associated at parity with what AT&T 4-STATE provides to itself.

9.2.5.2.1.2.6 Where technically feasible, AT&T 4-STATE shall provide performance monitoring of the Distribution Media, as well as provide necessary access for performance monitoring for Network Elements to which Distribution is associated.

9.2.5.2.1.2.7 AT&T 4-STATE shall provide Unbundled Distribution in conformance with the relevant and applicable requirements set forth in the industry standard technical reference.

9.2.5.2.1.2.8 AT&T 4-STATE shall provide CLEC with nondiscriminatory access to unbundled Distribution.

9.2.5.2.1.2.9 AT&T 4-STATE shall offer unbundled Distribution together with, and separately from the NID component of Loop Distribution. Where CLEC requests such Distribution without the AT&T 4-STATE NID, CLEC will provide a suitable NID in accordance with the relevant and applicable standards listed in the industry standard technical reference.

9.2.5.2.1.2.10 CLEC may request that unbundled Distribution be provided as copper twisted pairs, which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders). Upon CLEC's request, AT&T 4-STATE will provide unbundled copper Distribution free of bridge taps or load coils to meet CLEC's desired path if technically feasible. Where unfettered loops do not exist, CLEC, at its sole option, may request the loop distribution be conditioned and agrees to pay associated conditioning charges.

9.2.5.2.1.2.11 If CLEC purchases a Sub-loop at the NID, the Sub-loop will include the functionality of the NID for the Sub-loop portion purchased in accordance with ¶ 235 of the FCC's *UNE Remand Order*.

9.2.5.3 Loop Concentration/Multiplexing Functionality.

9.2.5.3.1 Loop Concentration and Multiplexing Functionality will be included in Subloops where loop concentration or multiplexing is necessary to the Loops being provided on a subloop element basis to the extent technically feasible.

9.2.5.3.2 The Loop Concentration/Multiplexing Functionality:

(i) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (iii) aggregates a specified number of (signals or channels to fewer channels (concentrating); (iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (v) in some instances performs electrical to optical (E/O) conversions.

9.2.5.3.3 Loop Concentration/Multiplexing Functionality may be provided by using equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

9.2.5.4 Subloop Purchase. At its option, CLEC may purchase from AT&T 4-STATE on an unbundled basis the entire Loop and NID in combination, or any Subloop element, (i.e., Loop Feeder, Loop Concentration/Multiplexing Functionality and Loop Distribution); to the extent technically feasible in response to a specific CLEC request, subloop elements shall be available to CLEC through the standard ordering process, and the BFR Process shall not apply to such order.

9.2.5.5 Subloop Provisioning. Subloops will be provided to CLEC with all features and functions that exist within the subloop at the time CLEC orders such subloop unless CLEC requests loop conditioning on xDSL Compatible Subloops for the purpose of offering advanced services. XDSL compatible subloop conditioning will be provided as set forth in Schedule 9.2.2.

9.2.5.6 Subloop Mechanized Testing. The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the AT&T 4-STATE switch may be lost.

9.2.5.7 Subloop Technical Features. Access to subloop will include at a minimum two-wire and four-wire analog voice-grade subloops, two-wire and four-wire DSL-capable subloop, two-wire digital (ISDN) subloop, four-wire DS1 subloop, DS3 subloops and OCN subloops. Each of the listed subloops will be similar to the related existing unbundled loop product offering. The subloop unbundled network elements will be provided at TELRIC based prices. Prices are included in the Pricing Schedule.

9.2.5.8 Applicable Law. Unbundled DS1 and DS3 subloops shall be utilized in accordance with applicable federal and state laws and orders.

9.2.5.9 Maintenance:

9.2.5.9.1 CLEC shall isolate trouble to the AT&T 4-STATE Subloop portion of CLEC's service before reporting trouble to AT&T 4-STATE

9.2.5.9.2 AT&T 4-STATE shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches AT&T 4-STATE on a trouble report and the fault is determined to be in CLEC's portion of the loop. Such charges may be found in the Pricing Schedule.

9.2.5.9.3 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a Subloop Access Arrangement (SAA), AT&T 4-STATE repair forces will restore service in a non-discriminatory manner, which will allow the greatest number of all customers to be restored in the least amount of time. Should CLEC cable require replacement, AT&T 4-STATE will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.2.5.10 Subloop Access Arrangements.

9.2.5.10.1 Prior to ordering subloop facilities, CLEC will establish Collocation using Collocation process as set forth in Article 12, or will establish a Subloop Access Arrangement (SAA) utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T 4-STATE subloop network.

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

9.2.5.10.3 Upon receipt of a complete and correct application, AT&T 4-STATE will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for subloop(s) access, the appropriate rates for the engineering and other associated costs performed will be charged.

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

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

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

9.2.5.10.7 CLEC will be responsible for obtaining rights of way from owners of property where AT&T 4-STATE has placed the equipment necessary for the SAA prior to submitting the request for SCA.

9.2.5.10.8 Prior to submitting the Subloop Access Arrangement Application for the SCA, CLEC should have "Collocation" and "Poles, Conduit and Row" terms and conditions in the Agreement to provide guidelines for both CLEC and AT&T 4-STATE to successfully implement subloops should collocation, access to poles/conduits or rights of way be required.

9.2.5.10.9 Except as set forth below in this Section, construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to AT&T 4-STATE 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 4-STATE will not begin any construction under the SCA until CLEC has provided proof that it has obtained necessary rights of way. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in Article 1, (General Terms and Conditions), of this Agreement, AT&T 4-STATE will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.2.5.10.10 Upon completion of the construction activity, CLEC will be allowed to test the installation with an AT&T 4-STATE technician. If CLEC desires test access to the SAA, CLEC should place its own test point in its cable prior to cable entry into AT&T 4-STATE'Sinterconnection point.

9.2.5.10.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow AT&T 4-STATE to properly engineer access to each SAI and to ensure AT&T 4-STATE does not provide more available terminations than CLEC expects to use.

9.2.5.10.12 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for its subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

9.2.5.10.13 When facility demands exceed spare capacity at SAI/FDI, CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which have remained unused for a period of one year after the completion of construction, shall be subject to removal at CLEC expense. Prior to any removal, AT&T 4-STATE will provide 30 days written notice to CLEC.

9.2.5.10.14 In the event CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay AT&T 4-STATE for removal of CLEC's facilities from the SAA, if the cost of removal of the SAA was not included in the installation price.

9.2.5.11 Subloop Access Arrangement (SAA) Access Points:

9.2.5.11.1 SAI/FDI or Terminal

9.2.5.11.1.1 CLEC cable to be terminated in an AT&T 4-STATE 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. CLEC's Aerial cables should be aircore.

9.2.5.11.1.2 CLEC may elect to place its 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 4-STATE will terminate on available binding posts in the SAI/FDI or Terminal.

9.2.5.11.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T 4-STATE will stub out a cable from the SAI/FDI or Terminal, which AT&T 4-STATE will splice to CLEC cable at the meet point.

9.2.5.11.1.4 Dead counts will be offered as long as AT&T 4-STATE has not placed them for its own expansion purposes that are planned within the 12-month period beginning on the date of the LSR inquiry.

9.2.5.11.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, AT&T 4-STATE may choose to increase capacity of the SAI/FDI by the method of it's choice, for which CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing CLEC to terminate it's cable at the SAI/FDI.

9.2.5.11.1.6 Exhausted Termination Points in a Terminal - When the terminal's termination points all terminate to assignable cable pairs, at CLEC's request, AT&T 4-STATE will either increase the capacity of the Terminal, or construct an adjacent termination facility to accommodate CLEC request for facilities. CLEC will be charged for the entire subloop access that CLEC requests.

9.2.5.12 The following sections apply for requests by CLEC or government entities for relocation of existing ILEC/CLEC facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

9.2.5.12.1 AT&T 4-STATE shall notify CLEC of pending relocation as soon as AT&T 4-STATE receives such notice.

9.2.5.12.2 CLEC shall notify AT&T 4-STATE of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

9.2.5.12.3 AT&T 4-STATE shall then provide CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with CLEC and AT&T 4-STATE engineer.

9.2.5.12.4 CLEC shall notify AT&T 4-STATE of acceptance or rejection of the new SCA within 10 business days of its receipt of AT&T 4-STATE'Sestimate.

9.2.5.12.5 Upon acceptance of the AT&T 4-STATE estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify AT&T 4-STATE of their acceptance of estimate costs.

9.2.5.12.6 Should CLEC decide not to continue the SAA, CLEC will notify AT&T 4-STATE as to the date that AT&T 4-STATE may remove CLEC's facilities from that SAA. CLEC will pay AT&T 4-STATE for all costs associated with the removal of CLEC's SAA.

9.2.5.12.7 In the event that CLEC does not respond to AT&T 4-STATE in time to have their facilities relocated, AT&T 4-STATE shall move CLEC facilities and submit a bill for payment to CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to CLEC.

9.2.5.13 RT (for DS3 Subloop):

9.1.5.13.1 CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase that AT&T 4-STATE will terminate on a fiber/coax interconnection block to be constructed in the RT.

9.2.5.13.2 CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and AT&T 4-STATE will stub out a cable from the RT, which AT&T 4-STATE will splice to CLEC cable at the meet point.

SCHEDULE 9.2.6
SWITCHING

9.2.6 Switching.

9.2.6.1 Definition. The local switching capability to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Pursuant to that Rule, ULS includes:

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

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

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

9.2.6.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

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

9.2.6.1.3.3 The local switching element includes all vertical features that the switch is capable of providing, including customized routing functions, CLASS features, Centrex and any technically feasible customized routing functions.

9.2.6.1.3.4 CLEC may order and AT&T 4-STATE shall provision features (switch based) that the switch is capable of providing. AT&T 4-STATE will provide CLEC with access to AT&T 4-service creation environment to allow CLEC to design its own AIN-based services. CLEC will request such access using the negotiation process found in 9.2.8.21.

9.2.6.1.4 Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side and trunk side features the Remote Switching Module supports, including all features that the remote module obtains from the host. The features that the remote terminal provides are based on the host switch capabilities.

9.2.6.1.5 Local Switching will also be capable of routing, (originating or terminating but not transporting) local, intraLATA, interLATA calls, and providing call features (e.g., call forwarding) and Centrex capabilities.

9.2.6.1.6 Local Switching also includes the ability to perform Customized Routing to enable CLEC's local Operator Service (OS) and/or Directory Assistance (DA), as well as CLEC's PIC'd toll traffic in a 2-PIC environment to be routed, at CLEC's option, from AT&T 4-STATE'Slocal end office to an alternate OS/DA platform designated by CLEC. CLEC will pay the appropriate customized routing charges.

9.2.6.1.7 Customized routing supplied by AT&T 4-STATE shall provide CLEC with the capability of directing CLEC's local OS and DA traffic to its own operators and/or directory assistance agents or to those of a third party vendor AT&T 4-STATE will evaluate additional methods of customized routing of local and/or OS/DA traffic (including, but not limited to existing Feature Group D) trunks on a BFR basis. In any event, if local traffic is routed to CLEC facilities obtained through AT&T 4-STATE Access Tariffs, CLEC will continue to pay full access rates for these facilities. AT&T 4-STATE will provide the functionality and features within its local switch (LS) to route all CLEC customer dialed 0+ local and 0- calls to the CLEC designated trunk groups utilizing Modified Operator Service Signaling (MOSS). For Customized Routing, AT&T 4-STATE shall allow CLEC the option of directing its customers' local inter-switch traffic on a per switch basis to a Port or Ports other than the standard routing used by AT&T 4-STATE.

9.2.6.1.7.1 Where physical network trunking rearrangement work is performed in the process of establishing customized routing trunk groups for migrating Operator and DA services to CLEC, AT&T 4-STATE shall charge for performing the trunk rearrangements. Additional charges may be applicable for AT&T to recover its costs in providing the customized routing for CLEC, e.g. performing translation work and building routing tables specific to CLEC's request. Charges under this Section shall be calculated pursuant to 252(d)(1).

9.2.6.1.7.2 CLEC may order custom routing from AT&T 4-STATE and AT&T 4-STATE will deploy custom routing within ten (10) business days after CLEC's order for a particular switch is received. CLEC may order custom routing with a maximum of fifty (50) switches per order. AT&T 4-STATE will implement all valid switch requests ('CLLIs") and reject the invalid requests on an individual CLLI basis.

AT&T 4-STATE will implement custom routing for an individual switch according to the following schedule:

1-48 trunks	38 business days
49-96 trunks	40 business days
97-144 trunks	42 business days
145-193 trunks	48 business days

In any event, AT&T 4-STATE will complete the custom routing order no later than 60 business days from receipt of a valid order unless mutually agreed by the Parties.

9.2.6.1.8 CLEC will be solely responsible for specifying the required custom routing (including code conversions and number translations) as well as the design of any dedicated transport associated with customized routing as it relates to customized routing as described in Section 9.2.6.1.7. AT&T 4-STATE will remain solely responsible for implementing the custom routing at AT&T 4-STATE'Scentral offices, and for the design and engineering of any AT&T 4-STATE provided shared transport.

9.2.6.1.9 Dedicated transport may be purchased from AT&T 4-STATE or CLEC may provide its own.

9.2.6.1.10 AT&T 4-STATE shall not impose any additional or other restrictions on CLEC regarding the use of the unbundled local switching it purchases from AT&T 4-STATE provided such use does not result in demonstrable harm to either AT&T 4-STATE network or personnel, or service or other offerings, or those of any other telecommunications carrier.

9.2.6.1.11 Intentionally left blank

9.2.6.1.12 Vertical features, CLASS features, and other features resident in the ILEC switch providing the ULS port are available under ULS. Any features resident in the switch but not offered and priced in this Agreement may be requested on a Bona Fide Request basis.

9.2.6.2 Technical Requirements.

9.2.6.2.1 AT&T 4-STATE shall route local and toll calls to the appropriate trunk ports or line ports for call origination or termination utilizing AT&T 4-STATE'Sshared transport network, and at CLEC's option AT&T 4-STATE will offer customized routing for unbundled switch line ports. All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, or via shared transport, selected for that ULS port. Customized routing will include but not be limited to the customized routing of inter-switch traffic on per switch basis to a Trunk port or ports other than the standard routing used by AT&T 4-STATE, and to the customized routing of local OS and DA calls**,** as well as CLEC's PIC'ed/LPIC toll traffic in a 2-PIC environment as specified by CLEC.

9.2.6.2.2 Intentionally Left Blank

9.2.6.2.3 AT&T 4-STATE shall provide custom routing at rates as identified in the Pricing Schedule.

9.2.6.2.4 Intentionally Left Blank

9.2.6.2.5 At CLEC's option, AT&T 4-STATE shall route all local Directory Assistance calls dialed via 411 or 555-1212 by CLEC Customers to the CLEC Network. Otherwise, AT&T 4-STATE shall handle these calls on behalf of CLEC and route the calls to AT&T 4-STATE'Sdirectory assistance platform under the terms and conditions of the OS/DA Schedule in this agreement.

9.2.6.2.6 AT&T 4-STATE shall route all toll and InterLATA Directory Assistance dialed via (NPA) 555-1212, by CLEC Customers, to the customer's PIC'ed carrier for toll and interLATA service respectively.

9.2.6.2.7 Intentionally Left Blank

9.2.6.2.8 Subject to CLEC's BFR, AT&T 4-STATE shall perform code conversions to route all CLEC customer dialed local and toll Directory Assistance calls to an CLEC designated telephone number (i.e., xxx-xxx-xxxx) prior to delivery to the CLEC Network. In the event that AT&T 4-STATE cannot perform this custom routing for any reason, AT&T 4-STATE will either place unconverted dialed calls on the CLEC designated trunk group, or continue to provide CLEC with unbundled Operator Services at CLEC's request.

9.2.6.2.9 If customized routing is established, dialing capabilities described herein shall permit CLEC Customers to dial the same telephone numbers to reach CLEC Directory Assistance, or an CLEC Operator that similarly-situated AT&T 4-STATE customers dial for reaching equivalent AT&T 4-STATE Directory Assistance and AT&T 4-STATE operators.

9.2.6.2.10 Intentionally Left Blank

9.2.6.2.11 Intentionally Left Blank

9.2.6.2.12 Where CLEC purchases unbundled switching and AT&T 4-STATE provides CLEC with access to AT&T 4-STATE'Selectronic interfaces to perform routine testing (e.g. Mechanized Loop Tests (MLT)), CLEC will be allowed to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

Where CLEC purchases unbundled switching and AT&T 4-STATE does not provide CLEC with access to AT&T 4-STATE'Selectronic interfaces to perform routing testing (e.g. MLT), AT&T 4-STATE will perform such testing for CLEC and additionally will issue trouble tickets, provide status, and provide trouble history to CLEC.

9.2.6.2.13 AT&T 4-STATE shall repair, restore and maintain AT&T 4-STATE provided equipment that has produced trouble conditions using the same methods, procedures and timeframes used to restore similar AT&T 4-STATE equipment in a non-discriminatory manner.

9.2.6.2.14 AT&T 4-STATE shall control congestion points such as mass calling events, and network routing abnormalities, using appropriate network capabilities.

9.2.6.2.15 AT&T 4-STATE shall record potentially billable events, as applicable, involving usage of the Network Element, and send the appropriate recording data to CLEC as outlined in Article 27 (Billing and Recording) of this Agreement.

9.2.6.2.16 Unbundled local switching will include 911 access in a nondiscriminatory manner.

9.2.6.2.17 AT&T 4-STATE shall provide nondiscriminatory access to switching service point (SSP) capabilities and signaling software to interconnect the signaling links destined to AT&T 4-STATE STPs.

9.2.6.2.18 CLEC may request and AT&T 4-STATE will provide call blocking options (e.g., 900, 976) at parity with those provided to AT&T 4-STATE'Sown customers

9.2.6.3 Interface Requirements.

9.2.6.3.1 AT&T 4-STATE shall provide at a minimum the following unbundled Local Switching ports:

Analog basic (POTS)	line side, Loop start or ground start signaling
Analog Centrex	line side, Loop start or ground start signaling.
Analog PBX	line side, Loop start, or ground start signaling
Analog DID	trunk side, Loop signaling, associated with a PBX
DS1 (DID)	trunk side, associated with a PBX
DS1	trunk side
ISDN BRI	two circuit-switched b-channels (64 Kbits/s each) and one D-channel (16 Kbits/s)
ISDN PRI	twenty three circuit-switched b-channels (64 Kbits/s each) and one D-channel (64 Kbits/s)

9.2.6.3.2 Additional interfaces may be requested in accordance with the BFR Process, as set forth in Schedule 2.2 of this Agreement.

9.2.6.4 Tandem Switching.

9.2.6.4.1 Definition. Tandem Switching is defined as:

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

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

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

9.2.6.4.2 The charges for Tandem Switching are reflected in the Pricing Schedule.

9.2.6.4.3 Technical Requirements

9.2.6.4.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described Telecordia GR-962-CORE. Where a capability is desired by CLEC but is not specified by this TR, is not currently deployed in the AT&T 4-STATE Tandem (as a switch vendor orderable feature), or is not specifically identified in this Schedule, CLEC will submit a custom request using the BFR process. As described in this TR, the requirements for Tandem Switching include, but are not limited to the following:

9.2.6.4.3.1.1 Tandem Switching shall provide signaling including MF, SS7 and any signaling conversions between these signaling formats to establish a tandem connection;

9.2.6.4.3.1.2 Tandem Switching shall provide screening and routing. Requests for screening or routing not currently deployed in the AT&T 4-STATE Tandem, CLEC may submit a request in accordance with the BFR process;

9.2.6.4.3.1.3 Tandem Switching shall provide recording, where available, of billable events as described in the above-cited Technical Reference;

9.2.6.4.3.1.4 Tandem Switching shall provide access to Toll Free number portability database as described in Section 9.2.6.4.3.1 above;

9.2.6.4.3.1.5 Tandem Switching (if the Tandem is so equipped) shall accept all trunk interconnections discussed in (Physical Network Interconnection) Section of this Agreement (e.g., SS7, MF, DTMF, Dial Pulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911)). If the Tandem is not equipped with the capability desired, then CLEC will request such capacity via the BFR process.

9.2.6.4.3.2 Intentionally left blank.

9.2.6.4.3.3 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in the Signaling and Signaling System 7 Sections of this Agreement.

9.2.6.4.3.4 Tandem Switching shall record billable events and send them to the destination supplied by CLEC on the CLEC Profile. Billing requirements are specified in Article 27 (Billing and Recording) of this Agreement.

9.2.6.4.3.5 AT&T 4-STATE shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by CLEC, the results and reports of the testing shall be made immediately available to CLEC.

9.2.6.4.3.6 AT&T 4-STATE shall maintain CLEC's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

9.2.6.4.3.7 When requested by CLEC, on a case-by-case basis, AT&T 4-STATE shall provide performance data regarding traffic characteristics or other measurable elements to CLEC for review.

9.2.6.4.3.8 Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at parity with controls being provided or imposed on AT&T 4-STATE traffic (e.g., AT&T 4-STATE shall not block CLEC traffic and leave its traffic unaffected or less affected).

9.2.6.4.3.9 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

9.2.6.4.4 Interface Requirements

9.2.6.4.4.1 AT&T 4-STATE shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

9.2.6.4.4.2 Tandem Switching shall accept trunks from CLEC's switch for traffic that is originating from or terminating to an CLEC end user that is transiting via AT&T 4-STATE network to interLATA or intraLATA carriers.

9.2.6.5 Packet Switching

9.2.6.5.1 Definition. Packet Switching is defined as the packet switching capability network element, as set forth in F.C.C Rule 51.319. Without limiting the foregoing, it includes the following. Packet Switching is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on

address or other routing information contained in the packets, frames, cells or other data units. Packet Switching also includes the Digital Subscriber Line Access Multiplexers (DSLAMs) functionality, including but not limited to:

(i) the ability to terminate copper customer loops (which included both a low band voice channel and a high-band data channel, or solely a data channel);

(ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

(iii) the ability to extract data units from the data channels on the loops; and

(iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

9.2.6.5.2 AT&T 4-STATE shall be required to provide nondiscriminatory access to unbundled Packet Switching capability for use with unbundled Loops within the service area of an AT&T 4-STATE central office (a "Service Area") only where each of the following conditions apply:

(i) AT&T 4-STATE has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems anywhere within such Service Area; or has deployed any other system that does not enable CLEC to obtain a continuous copper facility between the retail customer's premises and AT&T 4-STATE central office; and

(ii) There are no spare copper loops capable of supporting the xDSL services CLEC seeks to offer; and

(iii) AT&T 4-STATE has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 CFR 51.319(b); and

(iv) AT&T 4-STATE has deployed packet switching capability for its own use.

9.2.6.5.3 All disputes arising under these provisions shall be resolved in accordance with the General Terms and Conditions – Dispute Resolution.

SCHEDULE 9.2.7
INTEROFFICE TRANSMISSION FACILITIES

9.2.7 Interoffice Transmission Facilities. Interoffice Transmission Facilities are AT&T 4-STATE transmission facilities dedicated to a particular CLEC carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Wire Centers owned by AT&T 4-STATE or CLEC, or between Switches owned by AT&T 4-STATE or CLEC.

9.2.7.1 Shared Transport

9.2.7.1.1 Definition. Shared Transport is defined as set forth in FCC Rule 51.319 and in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 12 FCC Rcd 12460 (1997), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the *FCC in the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions"). The charges for Shared Transport are reflected in the Pricing Schedule.

9.2.7.1.1.1 Notwithstanding anything in this agreement to the contrary, AT&T 4-STATE provides access to unbundled shared transport only when purchased in conjunction with a ULS port.

9.2.7.1.1.2 Unbundled Local Switching is provided under Schedule 9.2.6.

9.2.7.1.1.3 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in AT&T 4-STATE. ULS-ST is provided on a per ULS port basis.

9.2.7.1.2 Technical Requirements.

9.2.7.1.2.1 Shared Transport shall, at a minimum, meet the performance requirements including, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the applicable industry standard technical references, but in no event less than the quality of service applicable to AT&T 4-STATE'Sown traffic.

9.2.7.1.2.2 AT&T 4-STATE shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

9.2.7.1.3 ULS-ST permits CLEC to access the interoffice network of AT&T 4-STATE for the origination from and completion to the associated ULS port of End User

local traffic to and from AT&T 4-STATE switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the AT&T 4-STATE switch providing that ULS port. AT&T 4-STATE will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

9.2.7.1.4 Unless custom routed, All CLEC's local traffic between AT&T 4-STATE switches will use Shared Transport and all local CLEC's traffic to non-AT&T 4-STATE switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

9.2.7.1.5 The Unbundled Shared Transport rate set forth in this agreement is a blend of Shared Transport and Shared Transport-Transit.

9.2.7.1.6 In providing ULS-ST, AT&T 4-STATE will use the existing AT&T 4-STATE routing tables contained in AT&T 4-STATE switches, as AT&T 4-STATE may change those tables from time to time including after CLEC purchases ULS-ST.

9.2.7.1.7 AT&T 4-STATE will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the AT&T 4-STATE signaling on a per- message basis.

9.2.7.2 Custom Routing of OS/DA with ULS-ST

9.2.7.2.1 CLEC can only mix ULS-ST and custom routing within a AT&T 4-STATE end office switch where CLEC chooses to custom route a specific class of service of its OS and/or all of its DA (OS/DA) traffic for its End Users served by AT&T 4-STATE'SULS-ST ports in that AT&T 4-STATE end office switch. If this custom routing for OS/DA is chosen in a given AT&T 4-STATE end office switch, then for a specific class of service all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.

9.2.7.2.2 CLEC must provide AT&T 4-STATE routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS-ST ports. CLEC will be charged by AT&T 4-STATE for the establishment of each custom route for OS or DA traffic in an end office switch.

9.2.7.2.3 AT&T 4-STATE will direct all custom routed local OS and/or local DA to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.

9.2.7.2.4 CLEC will request custom OS/DA routing for use with ULS-ST described in the CLEC Hand book via the OS/DA Questionnaire process. For all other custom routing request not described in the CLEC Hand Book CLEC will utilize the BFR Process.

9.2.7.3 ULS-ST Usage-Sensitive Rating

9.2.7.3.1 AT&T 4-STATE will charge CLEC using AT&T 4-STATE'SShared Transport a usage-sensitive Blended Transport rate. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an AT&T 4-STATE end office or to/from a non-AT&T 4-STATE end office.

9.2.7.3.2 The charges for ULS-ST, Shared Transport are reflected in the Pricing Schedule.

9.2.7.4 Reciprocal Compensation associated with ULS-ST

9.2.7.4.1 For purposes of this Agreement, the Parties agree that for interswitch local traffic originated from a ULS-ST port and terminated to a AT&T 4-STATE end office and for interswitch local traffic originated from a AT&T 4-STATE end office and terminated to an ULS-ST port is the traffic to which reciprocal compensation applies and is subject to the reciprocal compensation provisions in Article 21 – Intercarrier Compensation of this Agreement.

9.2.7.4.2 Intentionally Left Blank

9.2.7.4.3 Intentionally Left Blank

9.2.7.4.4 AT&T 4-STATE will include the OCN of the originating carrier in the usage records it provides for calls originated by third party carriers utilizing an AT&T 4-STATE ULS Port that terminates to an CLEC ULS Port, where technically feasible. If AT&T 4-STATE fails to provide the OCN of the originating carriers in the usage records it provides for CLEC, CLEC will request again the OCN of the third party originating carrier. If AT&T 4-STATE fails to provide the information of the originating OCN, then CLEC will treat it as though it was originated by AT&T 4-STATE in accordance with the terms of Schedule 9.2.7 of this agreement.

9.2.7.5 IntraLATA and InterLATA Toll Rate Application. When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll

traffic and that traffic is routed through AT&T 4-STATE tandem switch(es) and transmission facilities, AT&T 4-STATE will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the AT&T 4-STATE end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic. The following rate elements could apply depending on type of call:

ULS-ST Blended Transport Usage

Reciprocal Compensation – Call Set Up
Reciprocal Compensation – Call Duration
ULS-ST SS7 Signaling Transport

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

9.2.7.6.1 Local Calls

9.2.7.6.1.1 General Principles

9.2.7.6.1.1.1 When a call originates from an CLEC ULS-ST port, CLEC will be charged SS7 signaling charges. If the call routes over AT&T 4-STATE'Sshared transport network, CLEC will pay charges for Blended Transport usage charges.

9.2.7.6.1.1.2 The Parties agree that, for local calls originated over ULS-ST, AT&T 4-STATE will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will be charged the rate shown in the Pricing Schedule, labeled "ULS-ST Blended Transport", for each minute of use, whether or not the call actually traverses the tandem switch.

9.2.7.6.2 IntraLATA and InterLATA Toll Calls

9.2.7.6.2.1 General Principles

9.2.7.6.2.1.1 "1+" intraLATA calls from CLEC ULS-ST ports will be routed to the originating End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call is initiated from an ULS-ST port, it will be routed to the End User's interLATA (PIC) choice.

9.2.7.6.2.1.2 When an intraLATA or interLATA toll call originates from an CLEC ULS-ST port, AT&T 4-STATE will not charge originating access charges to

CLEC or the IXC except that AT&T 4-STATE may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen AT&T 4-STATE as its transport provider.

9.2.7.6.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC ULS-ST port, AT&T 4-STATE will not charge terminating access to CLEC or the IXC except that AT&T 4-STATE may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen AT&T 4-STATE as its transport provider

9.2.7.7 Dedicated Transport

9.2.7.7.1 Definition. Dedicated Transport is defined as set forth in FCC Rule 51.319.

9.2.7.7.2 AT&T 4-STATE agrees that it will provide Dedicated Transport as a point to point circuit to CLEC at the following speeds: DS1, (1.544 Mbps), DS3 (44,736 Mbps), OC3 (155,52 Mbps), OC12 (622,08 Mbps), and OC48 (2488.32 Mbps). AT&T 4-STATE will provide higher speeds to CLEC as they are deployed in the AT&T 4-STATE network.

9.2.7.7.3 Where Dedicated Transport is provided it shall include (as appropriate) Multiplexing and DCS Functionality that is provided to IXC. CLEC may order multiplexing and/or DCS functionality as an option in conjunction with the use of dedicated transport. CLEC may order multiplexing and/or DCS at the same times as UDT. Multiplexing is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade.

9.2.7.7.4 When Dedicated Transport is provided it shall include suitable transmission facilities and equipment, operated in parity with AT&T 4-STATE'Snormal operations.

9.2.7.7.5 The following optional features are available if requested by CLEC, at an additional cost:

9.2.7.7.5.1 Clear Channel Capability per 1.544 Mbps (DS1) bit stream.

9.2.7.7.5.2 AT&T 4-STATE provided Central office multiplexing:
(a) DS3 to DS1 multiplexing; and
(b) DS0 to DS1

9.2.7.7.6 If requested by CLEC, the following are available at additional cost:

9.2.7.7.6.1 1+1 Protection for OC3, OC12 and OC48.

9.2.7.7.6.2 1+1 Protection with Cable Survivability for OC3, OC12 and OC48.

9.2.7.7.6.3 1+1 Protection with Route Survivability for OC3, OC12 and OC48.

9.2.7.8 Technical Requirements

9.2.7.8.1 This Section sets forth technical requirements for all Interoffice Transmission Facilities:

9.2.7.8.1.1 When AT&T 4-STATE provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1, DS3, and where available, STS-1) shall be dedicated to CLEC designated traffic as set forth in Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370).

9.2.7.8.1.2 AT&T 4-STATE shall offer Dedicated Transport in all then currently available technologies including DS1 and DS3 transport systems, at all available transmission bit rates, except subrate services, where and when available. Where AT&T 4-STATE provides unbundled Dedicated Transport via circuits utilizing SONET technology, CLEC may purchase such Dedicated Transport; provided, nothing in this Agreement shall require AT&T 4-STATE to provide access to SONET rings for purposes of unbundled interoffice transport.

9.2.7.8.1.3 For DS1 facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections that are at least equal to or better than the performance levels AT&T 4-STATE provides to itself.

9.2.7.8.1.4 For DS3 and, where available, STS-1 facilities and higher rate facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections that are at least equal to or better than the performance levels AT&T 4-STATE provides to itself.

9.2.7.8.1.5 When requested by CLEC, Dedicated Transport shall provide physical diversity. 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.

9.2.7.8.1.6 When physical diversity is requested by CLEC, Ameritech shall provide the maximum feasible physical separation between inter-office transmission paths (unless otherwise agreed by CLEC).

9.2.7.8.1.7 Any request by CLEC for diversity shall be subject to additional charges.

9.2.7.8.1.8 AT&T 4-STATE shall offer the following interface transmission rates for Dedicated Transport:

9.2.7.8.1.8.1 DS1 (Extended SuperFrame - ESF, D4, and unframed applications (if unframed application used by AT&T 4-STATE));

9.2.7.8.1.8.2 DS3 (C-bit Parity and M13 and unframed applications (if unframed application used by AT&T 4-STATE) shall be provided);

9.2.7.8.1.8.3 SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Dedicated in the Technical Reference Schedule. In particular, where STS-1 is available, VT1.5 based STS-1s will be the interface at an CLEC service node.

9.2.7.9 Digital Cross-Connect System (DCS)

9.2.7.9.1 AT&T 4-STATE will offer Digital Cross-Connect System as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges, as set forth in the Pricing Schedule.

9.2.7.9.2 AT&T 4-STATE will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers or as otherwise agreed to by the Parties. Reconfiguration service requested by CLEC shall be subject to additional charges as outlined in the Pricing Schedule.

SCHEDULE 9.2.8
SIGNALING NETWORKS AND CALL-RELATED DATABASES

9.2.8 Signaling Network and Call-Related Databases.

9.2.8.1 AT&T 4-STATE will make available interconnection to its SS7 signaling network to enable signaling necessary for call routing and completion. AT&T 4-STATE will also make available unbundled nondiscriminatory access to SS7 signaling links and AT&T 4-STATE's Signaling Transfer Points (STPs).

9.2.8.1.1 Signaling Transfer Points. A Signaling Transfer Point (STP) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.2.8.2 Technical Requirements.

9.2.8.2.1 AT&T 4-STATE STPs shall provide access to all other AT&T 4-STATE Network Elements connected to AT&T 4-STATE SS7 network. These include:

9.2.8.2.1.1 AT&T 4-STATE Unbundled Local Switching or Tandem Switching;

9.2.8.2.1.2 AT&T 4-STATE Service Control Points/Databases;

9.2.8.2.1.3 Third-party local or tandem switching systems; and

9.2.8.2.1.4 Third-party-provided STPs.

9.2.8.2.2 The connectivity provided by AT&T 4-STATE STPs shall support the signaling functionalities of all Network Elements connected to the AT&T 4-STATE SS7 network. This explicitly includes the use of the AT&T 4-STATE SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the AT&T 4-STATE SS7 network (i.e., transient messages). When the AT&T 4-STATE SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

9.2.8.2.3 If an AT&T 4-STATE Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a CLEC local switch and third party local switch, the AT&T 4-STATE SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the CLEC STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not

directly connected to the AT&T 4-STATE STPSs, based upon the routing instruction provided in each message.

9.2.8.2.4 STPs shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

9.2.8.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2:

9.2.8.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

9.2.8.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

9.2.8.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is an AT&T 4-STATE local or tandem switching system or database, or is a CLEC or third party local or tandem switching system directly connected to the AT&T 4-STATE SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with the AT&T 4-STATE SS7 network, and shall not perform SCCP Subsystem Management of the destination.

9.2.8.2.6 STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118, when this capability becomes available on AT&T 4-STATE STPSs.

9.2.8.2.7 <u>Signaling Transfer Points (STPs)</u>

9.2.8.2.7.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

9.2.8.2.7.2 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from an AT&T 4-STATE designated STP pair to an AT&T 4-STATE STP pair located in a different LATA. In AT&T 4-STATE this arrangement will only be provided for STPs located in the same state. The Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages.

9.2.8.2.7.3 In such instance as CLEC utilizes AT&T 4-STATE's Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the AT&T 4-STATE SS7 signaling according to the <u>Pricing Schedule</u>.

9.2.8.2.8 STP Technical Requirements

9.2.8.2.8.1 STPs will provide signaling connectivity to the following network elements connected to the AT&T 4-STATE SS7 network: AT&T 4-STATE Local Switching or Tandem Switching; AT&T 4-STATE Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

9.2.8.2.8.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the AT&T 4-STATE STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the AT&T 4-STATE SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests AT&T 4-STATE add GTT type information for message routing, in connection with its use of unbundled signaling.

9.2.8.2.9 Interface Requirements

9.2.8.2.9.1 AT&T 4-STATE will provide STP interfaces to terminate A-links, B-links, and D-links. At CLEC's option, CLEC may connect its switches to AT&T 4-STATE's mated pairs of STPs by means of "A" link access and may connect CLEC STPs to AT&T 4-STATE's mated pairs of STPs by means of "D" link access. AT&T 4-STATE will designate the STP pair for interconnection, and CLEC will then designate the Signaling point of interconnection (SPOI) for the the STP pair.

9.2.8.2.9.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. AT&T 4-STATE will provide intra-office diversity to the same extent it provides itself such diversity between the SPOIs and the AT&T 4-STATE STPs.

9.2.8.2.9.3 AT&T 4-STATE will provide intra-office diversity to the same extent it provides itself such diversity between the SPOIs and the AT&T 4-STATE STPs.

9.2.8.2.10 STPs shall provide all functions of the OMAP commonly provided by STPSs. This includes:

9.2.8.2.10.1 MTP Routing Verification Test (MRVT); and

9.2.8.2.10.2 SCCP Routing Verification Test (SRVT).

9.2.8.2.11 In cases where the destination signaling point is an AT&T 4-STATE local or tandem switching system or database, or is a CLEC or third party local or tandem switching system directly connected to the AT&T 4-STATE SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the AT&T 4-STATE SS7 network. This requirement shall be superseded by the specifications for Inter-network MRVT and SRVT if and when these become approved ANSI standards and available capabilities of AT&T 4-STATE STPSs.

9.2.8.2.12 STPs shall operate in accordance with the following requirements:

9.2.8.2.12.1 MTP Performance, as specified in ANSI T1.111.6; and

9.2.8.2.12.2 SCCP Performance, as specified in ANSI T1.112.5.

9.2.8.3 SS7 Transport.

9.2.8.3.1 Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps circuits between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.2.8.3.2 In AT&T 4-STATE, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from an AT&T 4-STATE pair of designated Gateway STPs (i.e., a mated pair) to another AT&T 4-STATE pair of STPs within the same state only. The screening of messages provides for CLEC designation of signaling points associated with CLEC and controls which messages may be allowed by the AT&T 4-STATE STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

9.2.8.3.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of AT&T 4-STATE's STP.

9.2.8.3.4 A signaling link layer shall satisfy interoffice and intra-office diversity of facilities and equipment, such that:

a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

9.2.8.4 Dedicated Signaling Links.

9.2.8.4.1 Each signaling link is a set of dedicated 56Kbps (or higher speed) circuits between CLEC STPs or switches and the AT&T 4-STATE STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are always collocated in the AT&T 4-STATE STP serving office. This means of collocation is required in the AT&T 4-STATE for access to the AT&T 4-STATE STP. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the AT&T 4-STATE STP to which the link is connected. Dedicated Signaling Links are available to CLEC for its use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

9.2.8.4.2 Dedicated Signaling Links include the following elements:

9.2.8.4.2.1 SS7 Link Cross Connect. The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the AT&T 4-STATE STP building and connects the STP Port Termination to the CLEC SPOI.

9.2.8.4.2.2 STP Port Termination. The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an AT&T 4-STATE STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at an AT&T 4-STATE STP.

9.2.8.4.2.3 STP Access Link. The STP Access Link provides a 56-kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP location.

9.2.8.4.3 CLEC shall provide, or order from AT&T 4-STATE, the portion of the signaling link from the CLEC premises within the LATA to the AT&T 4-STATE STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

9.2.8.4.4 CLEC shall identify to AT&T 4-STATE the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location, AT&T 4-STATE shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

9.2.8.4.5 When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CLEC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

9.2.8.4.6 Dedicated Signaling Links are subject to AT&T 4-STATE compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE.

9.2.8.4.7 Technical Requirements.

9.2.8.4.7.1 Dedicated Signaling Link shall consist of full duplex mode 56 Kbps transmission paths.

9.2.8.4.7.2 Dedicated Signaling Link shall perform in the following two (2) ways:

a) As an "A-link" which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and

b) As a "D-link" which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

9.2.8.4.7.3 When CLEC provides its own switch or STP, CLEC will provide, or order from AT&T 4-STATE, DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities, CLEC-provided facilities or through CLEC purchase of an AT&T 4-STATE dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

9.2.8.4.7.4 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the AT&T 4-STATE SS7 Signaling Network, CLEC may purchase dedicated signaling links to each STP of a mated pair of STPs.

9.2.8.4.7.5 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. AT&T 4-STATE will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

9.2.8.4.7.6 When CLEC requests that AT&T 4-STATE add a Signaling Point Code (SPC), CLEC will identify to AT&T 4-STATE the SPCs asociated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in the Pricing Schedule (UNE pricing - "Point Code Addition").

9.2.8.4.7.7 CLEC will notify AT&T 4-STATE in writing thirty (30) days in advance of any material change in CLEC's use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

9.2.8.4.7.8 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the CLEC-designated SPOI. Each 56 Kbps circuit shall appear as a DS0 channel within the DS1 interface.

9.2.8.5 Manner of Provisioning.

9.2.8.5.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party. Each Party will provide knowledgeable personnel in order to provision, test, and install SS7 Service.

9.2.8.5.2 <u>SS7 Transport</u>

9.2.8.5.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the AT&T 4-STATE STPs, as provided in this Section 9.8.5.2.1. AT&T 4-STATE shall provide information to CLEC on the routes and signaling point codes served by the AT&T 4-STATE STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

9.2.8.5.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the AT&T 4-STATE "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from an AT&T 4-STATE "regional" STP pair to another AT&T 4-STATE STP pair.

9.2.8.5.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which AT&T 4-STATE has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When AT&T 4-STATE does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other AT&T 4-STATE pairs of STPs, until ordered. When AT&T 4-STATE or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the AT&T 4-STATE signaling network pursuant to the standard requirements of the SS7 protocol.

9.2.8.5.3 Disputes concerning the association of a signaling point among specific link sets associated with an AT&T 4-STATE mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

9.2.8.5.4 <u>Dedicated Signaling Links</u>

9.2.8.5.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to AT&T 4-STATE to allow AT&T 4-STATE to translate AT&T 4-STATE STPs. The information shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.

9.2.8.5.4.2 Signaling links from AT&T 4-STATE mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:

9.2.8.5.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

9.2.8.5.4.2.2 "B" Link Sets from CLEC's STPs that are connected to AT&T 4-STATE's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of “D” links.)

9.2.8.5.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

9.2.8.5.4.4 A pre-order meeting will define the AT&T 4-STATE facility availability and the degree of diversity in both the AT&T 4-STATE physical network and the CLEC physical network from signaling point to signaling point for the link.

9.2.8.5.4.5 All applicable signaling point codes for each signaling link must be installed at each of AT&T 4-STATE's interconnecting STPs.

9.2.8.5.4.6 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. AT&T 4-STATE makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-AT&T 4-STATE signaling points.

9.2.8.5.5 Use of the STP. When CLEC orders AT&T 4-STATE unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The AT&T 4-STATE Local Switch will use the AT&T 4-STATE SS7 signaling network.

9.2.8.6 Responsibilities of AT&T 4-STATE.

9.2.8.6.1 AT&T 4-STATE shall manage the network and, at its sole discretion, apply protective controls, provided that AT&T 4-STATE promptly notify CLEC of the application of such controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of AT&T 4-STATE or CLEC facilities, natural disasters, mass calling or national security demands.

9.2.8.6.2 AT&T 4-STATE shall determine the GTT route for messages routed to GTT, which are associated with AT&T 4-STATE signaling points.

9.2.8.6.3 AT&T 4-STATE shall define regional functions and local functions of its STPs. AT&T 4-STATE will route ISUP messages within the AT&T 4-STATE signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

9.2.8.6.4 AT&T 4-STATE shall route messages generated by the action of CLEC throughout the AT&T 4-STATE signaling network as specified within this Schedule. The content of the messages is for the use of signaling points of origination and destination. AT&T 4-STATE will not use any information within messages for any purpose not required by or related to the use of the AT&T 4-STATE signaling network. AT&T 4-STATE will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the AT&T 4-STATE signaling network or as may be required by law.

9.2.8.7 Responsibilities of CLEC.

9.2.8.7.1 When CLEC self provisions the signaling links at CLEC's premises and from CLEC's premises to AT&T 4-STATE's STP location, it will provision links in a diverse, reliable and technically feasible manner. CLEC shall identify to AT&T 4-STATE the SPC(s) associated with the CLEC set of links.

9.2.8.7.2 When CLEC orders the signaling links from AT&T 4-STATE, from CLEC's premises to AT&T 4-STATE's STP location, it will provision links in a diverse, reliable and technically feasible manner. AT&T 4-STATE shall identify to CLEC the SPC(s) associated with the CLEC set of links.

9.2.8.7.3 When routing messages addressed to an AT&T 4-STATE Subsystem Number (SSN), CLEC shall use the AT&T 4-STATE defined SSN designation of the AT&T 4-STATE mated STP pair to which the message is routed.

9.2.8.7.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the AT&T 4-STATE signaling network.

9.2.8.7.5 When CLEC is connecting its switch to AT&T 4-STATE SS7 network, CLEC shall furnish to AT&T 4-STATE, at the time the SS7 Service is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. AT&T 4-STATE shall utilize the forecast in its own efforts to project further facility requirements.

9.2.8.7.6 CLEC shall inform AT&T 4-STATE in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to AT&T 4-STATE's network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume

change.

9.2.8.8 Description of Rate Elements AT&T 4-STATE.

9.2.8.8.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an AT&T 4-STATE end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

9.2.8.8.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

9.2.8.8.3 Signal Formulation. An IAM Formulation usage charge will be assessed for each IAM message formulated at the AT&T 4-STATE tandem for CLEC to AT&T 4-STATE terminated calls.

9.2.8.8.4 Signal Transport. An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the AT&T 4-STATE end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the AT&T 4-STATE end office (excluding LIDB and 800 Access Service).

9.2.8.8.5 Signal Switching. An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

9.2.8.8.6 Signal Tandem Switching. An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an AT&T 4-STATE STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

9.2.8.9 Database Services.

9.2.8.9.1 Definition. Call related databases are defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes Call related Network Elements that provide the functionality for storage of, and access to, information required to route and complete a particular call. Call related databases include LIDB, CNAM, toll free number database, and AIN databases.

9.2.8.9.2 Technical Requirements for Call Related Databases.

9.2.8.9.2.1 Requirements for call related databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All call related databases shall be provided to CLEC in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in this Schedule.

9.2.8.9.2.2 AT&T 4-STATE shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 9.2.8.3 (Signaling and Signaling System 7) of this Agreement, with TCAP as the application layer protocol.

9.2.8.9.2.3 AT&T 4-STATE shall provide physical interconnection to databases via existing interfaces and industry standard interfaces and protocols.

9.2.8.9.2.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in the industry standard technical reference (which applies to both SS7 and non-SS7 interfaces).

9.2.8.9.2.5 Call related database functionality shall be available at parity.

9.2.8.9.3 Toll Free Service Database.

9.2.8.9.3.1 The Toll Free Service Database provides for the identification of the carrier to whom a call is to be routed when a toll-free (i.e., 1+8YY-NXX-XXXX) call is originated by Customer. This function uses the dialed digits to identify the appropriate carrier and is done by screening the full ten digits of the dialed number. The Toll Free Service Database may be provided in conjunction with a Customer's local, interLATA or intraLATA Service.

9.2.8.9.3.2 When Toll Free Routing Service is provided, an originating call is suspended at the first switching office equipped with a Service Switching Point (SSP) component of the SSC/SS7 Network. The SSP launches a query over signaling links (A-links) to the Signal Transfer Point (STP), and from there to the SCP. The SCP returns a message containing the identification of the carrier to whom the call should be routed and the call is processed.

9.2.8.9.3.3 AT&T 4-STATE SS7 network is used to transport the query to the AT&T 4-STATE SSP then to the AT&T 4-STATE SCP. Once CLEC's identification is provided, CLEC may use the information to route the toll-free traffic over its network. In these cases, AT&T 4-STATE Switched Access services are not used to deliver a call to CLEC. The toll-free carrier ID data may not be stored for CLEC's future use.

9.2.8.9.4 Routing Options. In addition to the toll-free service database offerings, new routing options are offered. These options are purchased by toll-free service providers to allow their clients to define complex routing requirements on their toll-free service. Toll-free routing options allow the service provider's Customer to route its toll-free calls to alternate carriers and/or destinations based on time of day, day of week, specific dates or other criteria. These routing options are in addition to the basic toll-free call routing requirements that would include the toll-free number, the intraLATA carrier, the interLATA carrier and the Area of Service (AOS).

9.2.8.9.5 Carrier Identification. CLEC may choose the 800 Carrier Identification service to obtain toll-free number screening. With this service, CLEC will launch a query to the AT&T 4-STATE database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in Section 9.2.8.9.3 above, with the 800 Carrier Identification service, no routing is performed.

9.2.8.9.6 Number Administration. CLEC, at its option, may elect to use AT&T 4-STATE's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, AT&T 4-STATE will perform the Responsible Organization service, which involves interacting with the national Service Management System (SMS/800), on behalf of the Customer. Responsible Organization services include activating, deactivating and maintaining 800/888 number records as well as trouble referral and clearance. If CLEC does not select NAS, CLEC will perform the Responsible Organization service.

9.2.8.9.7 The signaling interface between the CLEC or other local switch and the toll free number database shall use the TCAP protocol as specified in Section 9.2.8.3 (SS7 Transport) of this Schedule.

9.2.8.10 LIDB Database Service.

9.2.8.10.1 LIDB is a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and CLEC’s network, and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, and ZIP Code data. The query originator need not be the owner of LIDB data.

9.2.8.10.2 AT&T 4-STATE will provide LIDB Service to CLEC with certain line information that CLEC may use to facilitate completion of calls or services. AT&T 4-STATE provides CNAM Query, LIDB Service Validation, and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in this Schedule. AT&T 4-STATE will provide CLEC with access to AT&T 4-STATE's LIDB for any new query type based on negotiated terms and conditions when they become available.

9.2.8.11 Calling Card Validation.

9.2.8.11.1 AT&T 4-STATE shall permit CLEC to access AT&T 4-STATE's LIDB to validate calling card numbers and requests for bill-to-third party or collect billing. AT&T 4-STATE shall provide LIDB access in a non-discriminatory manner by a SS7 formatted data query to determine the validity of the billing method requested by the caller.

9.2.8.11.2 Technical Requirements.

9.2.8.11.2.1 AT&T 4-STATE shall enable CLEC to store in AT&T 4-STATE's LIDB any subscriber line number or special billing number record, whether ported or not, for which the NPA-NXX or NXX-0/lXX group is supported by that LIDB.

9.2.8.11.2.2 AT&T 4-STATE shall perform the following LIDB functions for CLEC's subscriber records in LIDB:

9.2.8.11.2.2.1 Billed number screening (provides information such as whether the billed number may accept collect or third number billing calls); and

9.2.8.12 Intentionally left blank.

9.2.8.13 Price and Payment.

9.2.8.13.1 CLEC will pay AT&T 4-STATE a per-Query rate for each Query initiated into AT&T 4-STATE's LIDB Database. CLEC will also pay AT&T 4-STATE a per-Query Transport Rate for each Validation and OLNS Query initiated into AT&T 4-STATE's LIDB. These rates are set forth in Pricing Schedule.

9.2.8.13.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service. These rates are set forth in the Pricing Schedule. This nonrecurring charge applies per point code.

9.2.8.13.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application. The Service Order Nonrecurring Charge is set forth in the Pricing Schedule.

9.2.8.13.4 CLEC will make payment to AT&T 4-STATE for LIDB Database Service based upon the rates set forth in the Pricing Schedule.

9.2.8.13.5 AT&T 4-STATE will record usage information for CLEC's LIDB Service Queries terminating to AT&T 4-STATE's LIDB. AT&T 4-STATE will use its SCPs as the source of usage data.

9.2.8.13.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be addressed as set forth in Article 27 of this Agreement.

9.2.8.13.7 CLEC will notify AT&T 4-STATE when CLEC discontinues use of an OPC used to Query LIDB Database.

9.2.8.13.8 AT&T 4-STATE will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 9.2.8.13.2 and 9.2.8.13.3.

9.2.8.13.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to AT&T 4-STATE's LIDB Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's operations within AT&T 4-STATE's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

9.2.8.13.10 If CLEC operates in more than one (1) State in AT&T 4-STATE's incumbent region, AT&T 4-STATE will apply company-level rates to the LIDBDatabase Services provided to CLEC under this Agreement. AT&T 4-STATE will develop these company-level rates based upon the rates established in the relevant States in its incumbent region and an analysis of comparative usage of each state's LIDB Database information.

9.2.8.14 Ownership of Information.

9.2.8.14.1 Telecommunications companies depositing information in AT&T 4-STATE's LIDB (i.e., Data Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Schedule.

9.2.8.14.2 Unless expressly authorized in writing by parties, CLEC will not use LIDB Service for purposes other than those described in this Schedule. CLEC may use LIDB Service for such authorized purposes only on a call-by-call basis. Data accessed on LIDB may not be stored by CLEC elsewhere for future use.

9.2.8.14.3 Proprietary information residing in AT&T 4-STATE's LIDB is protected from unauthorized access and CLEC may not store such information in any table or

database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

9.2.8.14.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

9.2.8.14.3.2 PIN Number(s)

9.2.8.14.3.3 Billed Number Screening (BNS) indicators

9.2.8.14.3.4 Class of Service (also referred to as Service or Equipment)

9.2.8.14.3.5 Reports on LIDB usage

9.2.8.14.3.6 Information related to billing for LIDB usage

9.2.8.14.3.7 LIDB usage statistics

9.2.8.14.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information it received in a Response from AT&T 4-STATE's LIDB.

9.2.8.14.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from AT&T 4-STATE's LIDB.

9.2.8.15 Limitation of Liability.

9.2.8.15.1 A Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Schedule regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages not to exceed the amount paid for LIDB Database Service.

9.2.8.15.2 The remedies as set forth above in this Schedule shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

9.2.8.15.3 In no event shall AT&T 4-STATE have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Database Service purchasers.

9.2.8.15.4 AT&T 4-STATE is furnishing access to its LIDB Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While AT&T 4-STATE agrees to make every reasonable attempt to provide accurate LIDB Database information, the Parties acknowledge that Line Record Database information is the product of routine business service order

activity and/or fraud investigations. CLEC acknowledges that AT&T 4-STATE can furnish Line Record Database information only as accurate and current as the information has been provided to AT&T 4-STATE for inclusion in its LIDB. Therefore, AT&T 4-STATE, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record Database information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by AT&T 4-STATE's willful misconduct or gross negligence.

9.2.8.16 Communication and Notices. Ordering and billing inquiries for the services described herein from AT&T 4-STATE shall be directed to the Local Service Center (LSC).

9.2.8.17 Confidentiality. The Parties' Proprietary Information is subject to the terms and conditions of Article 1 of this Agreement.

9.2.8.18 Mutuality. CLEC agrees to make its Line Record Information available to AT&T 4-STATE. Should CLEC store its Line Record information in a database other than AT&T 4-STATE's, CLEC will make such Information available to AT&T 4-STATE through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between AT&T 4-STATE and the database provider. AT&T 4-STATE agrees to negotiate in good faith to reach such an agreement. If AT&T 4-STATE is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by AT&T 4-STATE's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

9.2.8.19 MANNER OF PROVISIONING

9.2.8.19.1 As defined in LIDB-AS, AT&T 4-STATE will input information provided by CLEC into LIDB for CLEC accounts where CLEC uses AT&T 4-STATE's unbundled local switch ports. AT&T 4-STATE will not administer the LIDB database for CLEC where CLEC does not use AT&T 4-STATE's unbundled local switch ports. Terms and conditions for AT&T 4-STATE to administer the LIDB database for CLEC where CLEC does not use AT&T 4-STATE's unbundled local switch ports have not been negotiated and remain to be determined.

9.2.8.19.2 CLEC will provide LIDB records for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE) via the LSR.

9.2.8.19.3 CLEC will be responsible for all Line Records that contain CLEC's Account Owner identifiers. This information includes all data, data administration, and Line Records that CLEC creates, Line Records that AT&T 4-STATE creates on CLEC's behalf, and Line Records that are transferred to CLEC.

9.2.8.19.4 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in AT&T 4-STATE's LIDB, CLEC will administer those records through direct unbundled interfaces as defined in Schedule 9.2.10 LIDB and CNAM-AS.

9.2.8.19.5 Both AT&T 4-STATE and CLEC will work diligently to provide correct account information to the LIDB database. CLEC and AT&T 4-STATE will administer their respective data in such a manner that the accuracy of response information and consistency of available data are not adversely impacted by or to either Party or any other party that queries the LIDB.

9.2.8.19.6 Both AT&T 4-STATE and CLEC shall adopt and comply with industry standard operating methods and procedures, and Ameritech practices and procedures, and shall observe the rules and regulations that cover the administration of the LIDB-AS and Fraud Monitoring as set forth in AT&T 4-STATE practices. These practices may change from time to time based on changes to industry guidelines.

9.2.8.19.7 AT&T 4-STATE shall be responsible for administration of the SCP on which AT&T 4-STATE's LIDB resides and any system or query processing logic that applies to all data resident on AT&T 4-STATE's LIDB. AT&T 4-STATE, in its role as system administrator, may need to access any record in LIDB, including any such records of CLEC. AT&T 4-STATE will limit such access to those actions necessary to ensure the successful operation and administration of AT&T 4-STATE's SCP and LIDB.

9.2.8.19.8 When AT&T 4-STATE allows a query originator to access AT&T 4-STATE' data in AT&T 4-STATE' LIDB, such query originators will also have access to CLEC's data that is also stored in AT&T 4-STATE' LIDB.

9.2.8.20 BILLING

9.2.8.20.1 If CLEC stores its validation information in AT&T 4-STATE's LIDB, CLEC will be responsible for any third party company settlements using CLEC's validation information.

9.2.8.20.2 When AT&T 4-STATE or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as follows:

9.2.8.20.2.1 CLEC will bill the appropriate charges to its End Users, on behalf of AT&T 4-STATE or a third party.

9.2.8.20.2.2 CLEC will provide to AT&T 4-STATE or the third party all necessary billing information needed by AT&T 4-STATE or the third party to bill the End User directly.

9.2.8.20.2.3 AT&T 4-STATE advises that if CLEC chooses the option set forth in Section 9.2.8.20.2.2 of this Schedule, that third parties may choose to deny services utilizing LIDB queries to CLEC's subscribers. This clause would include AT&T 4-STATE if the data exchange agreement between the parties is terminated for any reason.

9.2.8.21 Upon request by CLEC, and where technically feasible, AT&T 4-STATE will provide CLEC with access to AT&T 4-STATE's Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) a set forth below:

9.2.8.21.1 Access to the Service Creation Environment ("SCE") of the AIN Database

9.2.8.21.1.1 General Description and Specifications of the Unbundled Element

9.2.8.21.1.1.2 AT&T 4-STATE will provide CLEC access to AT&T 4-STATE's AIN Service Creation Environment ("SCE") for the creation and modification of CLEC AIN services. The Parties will mutually agree to the rates, terms, and conditions applicable to such access.

9.2.8.21.1.1.3 All AIN services to be deployed in AT&T 4-STATE network will require field testing and testing in AT&T 4-STATE AIN laboratory prior to deployment into the network. Testing will evaluate compatibility with AT&T 4-STATE's network, including proper integration with any needed support systems and appropriate interaction with non-CLEC end users and existing services. A CLEC AIN service shall not be deployed in AT&T 4-STATE's network if it does not successfully complete such lab and field testing. The Parties will mutually agree to the rates, terms, and conditions applicable to testing, design and deployment.

9.2.8.21.1.2 Form of Access. AT&T 4-STATE will provide to CLEC the following forms of access to SCE and any other forms of access mutually agreed upon:

9.2.8.21.1.2.1 Under Option 1, CLEC personnel will operate AT&T 4-STATE's SCE terminals themselves.

9.2.8.21.1.2.2 Under Option 2, CLEC will develop service logic using a CLEC SCE platform that is compatible with AT&T 4-STATE's systems and will transfer the file to AT&T 4-STATE for testing and deployment.

9.2.8.21.1.3 Either party may initiate Alternate Dispute Resolution to resolve disputes regarding AIN.

9.2.8.21.2 Access to the Service Management System ("SMS") of the AIN Database

9.2.8.21.2.1 General Description and Specifications of the Unbundled Element. SMS for AIN will allow CLEC to update CLEC AIN customer data residing in AT&T 4-STATE's AIN network for use on CLEC lines.

9.2.8.21.3 Form of Access. AT&T 4-STATE will provide CLEC access to AT&T 4-STATE's AIN service management system ("SMS") for the purpose of administering CLEC's customer data associated with CLEC-developed AIN services residing on AT&T 4-STATE's SCP. AT&T 4-STATE will provide, at CLEC's request, electronic access to an AIN SMS system when available.

9.2.8.21.4 The Parties will mutually agree to the rates, terms and conditions for such access.

SCHEDULE 9.2.9
OPERATOR SERVICES AND DIRECTORY SERVICES

9.2.9.1 CLEC may obtain Operator Services and Directory Assistance (OS/DA) from AT&T 4-STATE pursuant to this Agreement at the market-based terms and conditions set forth in Article 22. Should CLEC choose to use AT&T 4-STATE OS/DA services included in Article 22, the Parties will mutually agree to the rates for such services. For any OS/DA rate not set forth in the Pricing Schedule, until rates are agreed to, and the contract is updated to reflect those rates, CLEC shall not buy OS/DA services from Article 22.

9.2.9.2 Notwithstanding the provisions of Article 22, nothing in this Agreement shall derogate, limit or alter CLEC's right to purchase OS and/or DA at TELRIC rates pursuant to any AT&T 4-STATE tariff. The parties recognize that AT&T 4-STATE makes OS/DA available as UNEs at TELRIC rates pursuant to tariff as of the Effective Date.

9.2.9.3 In the event AT&T 4-STATE lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement but AT&T 4-STATE remains obligated by the Illinois Commerce Commission to make OS/DA available as UNEs pursuant to interconnection agreements, the parties shall treat this occurrence as a Change in Law event under Article 1, Section 1.3, of this Agreement and negotiate an appropriate amendment within 60 days. If CLEC is purchasing OS and DA as UNEs from an AT&T 4-STATE tariff at the time AT&T 4-STATE lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement yet remains obligated to provide OS and DA as UNEs at Commission-approved TELRIC rates, AT&T 4-STATE shall continue to provide OS and DA to CLEC as UNEs at Commission-approved rates, terms and conditions until such time as the Illinois Commerce Commission approves the parties' amendment and such amendment becomes effective.

SCHEDULE 9.2.10
APPENDIX LIDB and CNAM – AS

9.2.10.1 INTRODUCTION

9.2.10.1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

9.2.10.1.2 AT&T 4-STATE, AT&T SNET, and NEVADA do not own a LIDB. Additionally, AT&T SNET does not own a Calling Name (CNAM) Database. Both AT&T 4-STATE and AT&T SNET obtain data storage and administration for these Databases from AT&T SNET Diversified Group (AT&T SNET DG). AT&T SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using AT&T 4-STATE's and/or AT&T SNET's unbundled local switch ports as well as to accounts provided by CLEC's own switches pursuant to an Interconnection Agreement between CLEC and AT&T 4-STATE and/or AT&T SNET. Data storage and administration for all other data on AT&T SNET DG's LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and AT&T SNET DG.

9.2.10.1.3 NEVADA obtains data storage and administration for LIDB and CNAM Database from AT&T-2STATE, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, condition's and prices for LIDB and/or CNAM data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using NEVADA's unbundled local switch ports as well as to accounts provided by CLEC's own switches and connected to NEVADA's network pursuant to an Interconnection Agreement between Nevada and CLEC. Data storage and administration for all other data on AT&T-2STATE's LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and AT&T-2STATE.

9.2.10.1.4 Any use of the possessive in this Agreement as applied to AT&T 4-STATE, AT&T SNET, and NEVADA will not indicate ownership but shall have the relationship described in this Section 9.2.10.1.4.

9.2.10.1.5 AT&T Communications Inc. (AT&T) means the holding company which 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 SNET, 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 Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

9.2.10.1.6 As used herein, AT&T-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

9.2.10.1.7 As used herein, AT&T-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

9.2.10.1.8 As used herein, AT&T SOUTHWEST REGION 5-STATE means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

9.2.10.1.9 As used herein, AT&T 4-STATE means the applicable above listed ILECs doing business in, Indiana, Michigan, Ohio, and Wisconsin.

9.2.10.1.10 As used herein, AT&T-2STATE means the applicable above listed ILECs doing business in California.

9.2.10.1.11 As used herein, AT&T SNET means the applicable above listed ILECs doing business in Connecticut.

9.2.10.2 DEFINITIONS

9.2.10.2.1 "Billing Clearinghouse" means a billing and collection service bureau for Interexchange Carriers and other telecommunication companies which become members and wish to arrange for the billing and collection of services provided to End Users.

9.2.10.2.2 "Account Owner" means a telecommunications company, including AT&T-13STATE that provides an End User's local service and such company stores and/or administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

9.2.10.2.3 "Administer or Administration" means, for the purpose of this Appendix, the ability of an Account Owner to create, modify, update, or delete its Line Record information in LIDB through interfaces agreed to between the Parties.

9.2.10.2.4 "Assignment Authority" means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a network operator, and "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An

Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.

9.2.10.2.5 "Complete Screen" means that the Query-originator was denied access to all of the information it requested in its Query.

9.2.10.2.6 "Custom Data Element" means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies' Generic Requirements. Validation, Originating Line Number Screening (OLNS), and CNAM Queries cannot retrieve custom Data Elements.

9.2.10.2.7 "Custom ID" means a unique two- to five-digit code-set assigned by a LIDB owner to each Custom Data Element stored in a LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.

9.2.10.2.8 "Data Clearinghouse" means a service bureau for companies that arrange for the collection of data from various sources to arrange for the billing and/or provisioning of services that require data from multiple sources, including LIDB.

9.2.10.2.9 "Data Element" means a Line Record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Elements depending on the type of unique identifier.

9.2.10.2.10 "Data Screening (or LIDB Data Screening)" means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.

9.2.10.2.11 "Database (or Data Base)" means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information as well as the service logic that provides the transactional processing capability.

9.2.10.2.12 "GetData" means the capability of a LIDB owner to process and respond to GetData Queries as well as to create Custom Data Elements and Standard Data Elements accessible via GetData Query processing logic.

9.2.10.2.13 "GetData Query" means a specific LIDB Query-type transmitted over the CCS/SS7 network that allows a Query-originator to invoke LIDB GetData query processing logic and thereby extract data from LIDB.

9.2.10.2.14 "Level 1 Data Screening" means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, and per LIDB basis.

9.2.10.2.15 "Level 2 Data Screening" means a security capability that is Administered by a LIDB owner at the direction or request of an Account Owner or Query Originator. This capability gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, per Account Owner, and per LIDB basis.

9.2.10.2.16 "Originating Line Number Screening (OLNS)" means a specific LIDB Query-type that requests the originating call processing, billing, and service profiles of an telephone number.

9.2.10.2.17 "Originating Point Code (OPC)" means a 9-digit code that identifies the Service Platform from which a Query originates and to which a Response is returned.

9.2.10.2.18 "Partial Screen" means that the Query-originator, as identified in the appropriate layer of the query/message, is denied access to some of the information it requested in its Query.

9.2.10.2.19 "Personal Identification Number" (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

9.2.10.2.20 "Query" means a message that represents a request to a Database for information.

9.2.10.2.21 "Query Transport Rate" means a per-query usage rate that applies to certain Queries transported from an AT&T-12STATE STP to the SCP where LIDB resides and back.

9.2.10.2.22 "Response" means a message that, when appropriately interpreted, represents an answer to a Query.

9.2.10.2.23 "Standard Data Element" means a data element in LIDB that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies' Generic Requirements documentation.

9.2.10.2.24 "Terminating Point Code" means a 9-digit code that identifies the network node that will receive a Query or a Response.

9.2.10.2.25 "Service Platform" means the physical platform that generates GetData Queries and is identified to LIDB by an Originating Point Code contained in the Query. A service platform may be a telephony switch, an SCP, or any other platform capable of correctly formatting and launching GetData Queries and receiving the associated Response.

9.2.10.2.26 "Validation Information" means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

9.2.10.2.27 "Validation Query" means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

9.2.10.3 GENERAL DESCRIPTION

9.2.10.3.1 AT&T-12STATE's LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide AT&T-12STATE with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. AT&T-12STATE's LIDB is also connected directly to an adjunct fraud monitoring system.

9.2.10.3.2 From time-to-time, AT&T-12STATE enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information. Nothing herein shall require AT&T-12STATE to make any enhancements to its LIDB except at its sole discretion.

9.2.10.4 SERVICE DESCRIPTION

9.2.10.4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access and Administer CLEC's Line Record Information in LIDB. Unbundled electronic access to the LIDB SMS is required for CLEC accounts associated with End Users that CLEC services from non-AT&T end office switches and is optional for CLEC's accounts associated with unbundled local switch ports.

9.2.10.4.2 CLEC cannot use any of the unbundled, electronic interfaces AT&T-12STATE provides under this Appendix to access any Line Records CLEC might have in AT&T-12STATE's LIDB that are Administered by a company other than CLEC or that CLEC Administers through the Local Service Request (LSR) Process (as that term is discussed in Section 4.7).

9.2.10.4.3 Electronic Interfaces - Where available, AT&T-12STATE has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

9.2.10.4.3.1 Service Order Entry Interface

9.2.10.4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to AT&T-12STATE's LIDB SMS that is equivalent to AT&T-12STATE's own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB SMS. AT&T SOUTHWEST REGION 5-STATE also provides the Service Order Entry Interface to requesting CLECs that use AT&T SOUTHWEST REGION 5-STATE's UNE local switch ports. AT&T-2STATE, AT&T 4-STATE, and AT&T SNET will also provide the Service Order

Entry Interface to requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

9.2.10.4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide AT&T-12STATE with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to AT&T-12STATE's Service Order Entry Interface. CLEC does not gain access to any other interface, database, operations support system, or other SMS.

9.2.10.4.3.1.3 AT&T-12STATE will provide CLEC with the file transfer protocol specifications CLEC will use to Administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for AT&T-12STATE to provide CLEC with Data Base administration and storage.

9.2.10.4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to an AT&T-12STATE's LIDB SMS or CLEC can choose to use this interface in conjunction with the Interactive Interface that AT&T-12STATE provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data Administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use (e.g., the ability to view Line Records in the SMS).

9.2.10.4.3.1.5 CLEC understands and agrees that its access to AT&T-12STATE's LIDB SMS through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to AT&T-12STATE for Administration through the LSR Process.

9.2.10.4.3.2 Interactive Interface

9.2.10.4.3.2.1 The Interactive Interface provides CLEC with unbundled access to AT&T-2STATE's and AT&T SOUTHWEST REGION 5-STATE's LIDB SMS that is equivalent to AT&T-2STATE's and AT&T SOUTHWEST REGION 5-STATE's access at its LIDB Data Base Administration Center (DBAC). Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform all of the data Administration tasks AT&T-2STATE's and/or AT&T SOUTHWEST REGION 5-STATE's LIDB DBAC personnel can perform on AT&T-2STATE's and/or AT&T SOUTHWEST REGION 5-STATE's own Line Records. AT&T 4-STATE and AT&T SNET will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

9.2.10.4.3.2.2 CLEC's access to the LIDB SMS through the Interactive Interface will be limited to CLEC's subscribers' Line Records that are not Administered through the LSR Process.

9.2.10.4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB SMS. CLEC does not gain access to any other interface, database, operations support system, or other SMS through this Appendix.

9.2.10.4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.

9.2.10.4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB SMS or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that AT&T-12STATE provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data Administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

9.2.10.4.4 Data Migration Interface

9.2.10.4.4.1 The Data Migration Interface provides CLEC the ability to migrate its entire data store from AT&T-12STATE to another LIDB and/or CNAM Database provider.

9.2.10.4.4.2 Data Migration Interface is available for Line Records associated with switch-based CLECs that have electronic unbundled access to AT&T-12STATE's LIDB SMS.

9.2.10.4.4.3 When CLEC is migrating its Line Record information to another LIDB and/or CNAM Database provider, CLEC will coordinate its move with the new Database provider.

9.2.10.4.4.3.1 CLEC will coordinate a meeting between its new Database provider and AT&T-12STATE's LIDB system administrators to establish all dates for the exchange of Line Record information. CLEC is responsible for initiating all updates to network routing information such as the Calling Name Access Routing Guide (CNARG), LIDB Access Routing Guide (LARG), and Number Portability Administration Center (NPAC).

9.2.10.4.4.3.2 CLEC will use its electronic unbundled interface(s) to delete all Line Records from AT&T-12STATE's LIDB and/or CNAM Database according to the schedule established by its new Database provider. Alternatively, CLEC may request AT&T-12STATE to delete its records, however, such requests must be made in writing and may require CLEC to provide a complete list of all telephone numbers to be deleted.

9.2.10.4.4.3.3 In AT&T SOUTHWEST REGION 5-STATE only, CLEC will update its LIDB Ballot to indicate that Line Records associated with conversion activity will result in

the deletion of the Line Record from AT&T SOUTHWEST REGION 5-STATE's LIDB.

9.2.10.4.4.3.4 AT&T-12STATE will provide Data Migration information to CLEC's new LIDB and/or CNAM Database provider formatted as set forth in GR-2992-CORE, using a medium agreed to between AT&T-12STATE and CLEC's new LIDB and/or CNAM Database provider.

9.2.10.4.4.4 When CLEC is migrating its LIDB and/or CNAM Line Record information to AT&T-12STATE, AT&T-12STATE will coordinate with CLEC to establish all dates for the exchange of Line Record information as well as updates to network routing information such as the Calling Name Access Routing Guide (CNARG) and the LIDB Access Routing Guide (LARG). CLEC is responsible for all updates to the Number Portability Administration Center (NPAC) that will support its data migration.

9.2.10.4.4.5 AT&T-12STATE will accept Data Migration information from CLEC's previous LIDB and/or CNAM Database provider in a format set forth in GR-2992-CORE using a medium agreed to between AT&T-12STATE and CLEC's previous LIDB and/or CNAM Database provider.

9.2.10.4.4.6 CLEC is responsible for arranging for the deletion of its Line Record information from its prior LIDB and/or CNAM Database.

9.2.10.4.5 LIDB Editor Interface

9.2.10.4.5.1 LIDB Editor Interface provides CLEC with unbundled access to AT&T-12STATE's LIDB Editor that is equivalent to AT&T-12STATE's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB SMS is unable to access LIDB or is otherwise inoperable. AT&T-12STATE will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB SMS.

9.2.10.4.5.2 LIDB Editor Interface is not an interface to a LIDB SMS. LIDB Editor is an SCP tool accessible only by authorized AT&T-12STATE employees. CLEC will have access to such AT&T-12STATE employees only for the same purposes that AT&T-12STATE has access to LIDB Editor.

9.2.10.4.5.3 AT&T-12STATE limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

9.2.10.4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

9.2.10.4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to AT&T-12STATE at the time CLEC makes its update request. CLEC and AT&T-12STATE will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.

9.2.10.4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between LIDB SMS data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over the administrative interface it uses to Administer its Line Records once SMS update capability is restored. CLEC understands that if it does not confirm such updates its updates might become reversed during audit processing.

9.2.10.4.4 Audits

9.2.10.4.6.1 LIDB Audit

9.2.10.4.6.1.1 This audit is between the LIDB SMS and LIDB. This audit verifies that the LIDB SMS records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the LIDB SMS and LIDB, regardless of account ownership.

9.2.10.4.6.1.2 AT&T-12STATE will run the LIDB audit on a daily basis.

9.2.10.4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

9.2.10.4.6.2 Source Audit

9.2.10.4.6.2.1 This audit verifies that an Account Owner's Line Records in the LIDB SMS match the source of the Account Owner's Line Records.

9.2.10.4.6.2.2 For purposes of this audit, the source of CLEC's Line Records Administered through the LSR Process will be the AT&T-12STATE's billing system that contains the LIDB data for such Account Owners.

9.2.10.4.6.2.3 For purposes of this audit, the source of CLEC's Line Records Administered through direct unbundled electronic interfaces shall be CLEC's system or process as identified by CLEC.

9.2.10.4.6.2.4 AT&T-12STATE will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC Administers through unbundled electronic interface(s). AT&T-12STATE will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.

9.2.10.4.6.2.5 CLEC will use the file AT&T-12STATE provides in Section 9.2.10.4.6.2.4 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.

9.2.10.4.6.2.6 AT&T-12STATE will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) AT&T-12STATE will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. CLEC is responsible for initiating all requests for Source Audits. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and AT&T-12STATE will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

9.2.10.4.6.3 Data Screening Verification

9.2.10.4.6.3.1 AT&T 12STATE will accept CLEC requests for verification of its Level 2 Data Screening requests only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by AT&T-12STATE which the Parties agree AT&T-12STATE may change from time to time.

9.2.10.4.7 LSR Process

9.2.10.4.7.1 The LSR Process allows CLEC to create and Administer CLEC's data through a bundled AT&T-12STATE's service order flow. The LSR Process is only available to CLEC when CLEC is providing service to End Users using AT&T-12STATE's UNE local switch ports.

9.2.10.4.7.2 The LSR Process is not an interface to the LIDB SMS. CLEC can obtain access to AT&T-12STATE's LIDB SMS only through the electronic unbundled interfaces AT&T-12STATE offers in Section 9.2.10.4.3 of this Appendix.

9.2.10.4.7.3 CLEC will not have direct access to any of its records in the LIDB administrative system that CLEC Administers through the LSR Process.

9.2.10.4.7.4 CLEC will provide complete information in its LSR to AT&T-12STATE so that the LSR Interface can populate CLEC's line record completely, accurately, and in a timely manner. If CLEC's LSR does not contain information needed to populate a Standard Data Element in LIDB, AT&T-12STATE will populate such Data Element with AT&T-12STATE-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit such Standard Data Element(s). Use of default information does not relieve CLEC of its responsibility for providing AT&T-12STATE complete and accurate information. In the event AT&T-12STATE populates CLEC's Line Records with default information under

this paragraph, AT&T-12STATE will not be responsible for any claim or damage resulting from the use of such default information, except in the event of AT&T-12STATE's gross negligence or willful misconduct.

9.2.10.4.7.5 CLEC will provide to AT&T-12STATE during the development process to create and Administer CLEC's Custom Data Element(s) what actions the LIDB SMS will take if CLEC omits Custom Data Element information from its LSR.

9.2.10.4.7.6 The following applies only to AT&T SOUTHWEST REGION 5-STATE.

9.2.10.4.7.6.1 AT&T SOUTHWEST REGION 5-STATE will transfer LIDB Line Records between local service providers (including AT&T SOUTHWEST REGION 5-STATE) based on conversion activity either with changes to End User information or without changes to End User information. An example of non-End User information is the Account Owner field.

9.2.10.4.7.6.2 CLEC will identify through a registration form or ballot that AT&T SOUTHWEST REGION 5-STATE will make available to CLEC, how CLEC's Line Records will be created, transferred, or administered.

9.2.10.4.7.6.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether AT&T SOUTHWEST REGION 5-STATE will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.

9.2.10.4.7.6.4 Conversion Activity. CLEC will identify whether AT&T SOUTHWEST REGION 5-STATE will convert LIDB Line Records from a previous local service provider (including AT&T SOUTHWEST REGION 5-STATE) to CLEC with changes to End User information or without changes to End User information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have AT&T SOUTHWEST REGION 5-STATE delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including AT&T SOUTHWEST REGION 5-STATE).

9.2.10.4.7.6.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or through the LSR Process.

9.2.10.4.8 Fraud Monitoring

9.2.10.4.8.1 AT&T-12STATE's fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. AT&T-12STATE will provide CLEC with an alert as set forth in Article 6, Fraud Control, Network Security, and Law Enforcement.

9.2.10.4.9 LIDB Data Screening

9.2.10.4.9.1 LIDB Data Screening is a security application that provides CLEC with the capability of allowing, denying, or limiting a Query originator's access to CLEC's data that is stored on AT&T-12STATE's LIDB(s). CLEC can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and LIDB basis.

9.2.10.4.9.2 The ability to allow or limit Query originators to CLEC's data provides CLEC with the ability to use LIDB to create proprietary or custom services such as proprietary calling cards or other services based upon LIDB data.

9.2.10.4.9.3 AT&T-12STATE will not share with CLEC the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, AT&T-12STATE will work cooperatively with CLEC to implement and manage CLEC's Data Screening needs.

9.2.10.5 MANNER OF PROVISIONING

9.2.10.5.1 AT&T-12STATE will provide to CLEC, on request, AT&T-12STATE-specific documentation regarding record formatting and associated hardware requirements of the interfaces AT&T-12STATE provides for LIDB data Administration when CLEC chooses to use such interfaces.

9.2.10.5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

9.2.10.5.3 AT&T-12STATE will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in AT&T-12STATE's LIDB. CLEC shall provide all information needed by AT&T-12STATE to fully and accurately populate all Standard Data Elements in a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.

9.2.10.5.4 Forecasts

9.2.10.5.4.1 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by AT&T-12STATE thereafter, the following forecast data:

9.2.10.5.4.1.1 the number of working lines per account group;

9.2.10.5.4.1.2 the number of working line numbers to be established;

9.2.10.5.4.1.3 the average number of monthly changes to these records;

9.2.10.5.4.1.4 the number of busy hour queries, by query type; and

9.2.10.5.4.1.5 the number of annual queries by query type.

9.2.10.5.4.2 CLEC will furnish, prior to any development CLEC will undertake to create any Custom Data Element, the following forecast information:

9.2.10.5.4.2.1 The size of the Data Element in terms of bytes;

9.2.10.5.4.2.2 The frequency of updates on a per-Custom Data Element Basis;

9.2.10.5.4.2.3 The number of Line Records to which the Custom Data Element will apply; and

9.2.10.5.4.2.4 The number of monthly busy hour queries that will request the new Custom Data Element(s).

9.2.10.5.4.3 If AT&T-12STATE, at its sole discretion, determines that it lacks adequate storage or processing capability, prior to the initial loading of CLEC information, AT&T-12STATE will notify CLEC of AT&T-12STATE's inability to provide the Custom Data Element until such time as AT&T-12STATE gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. Customer will request such additional data storage and Administration and/or processing capability through the Bona Fide Request (BFR) process and AT&T-12STATE will have no liability to CLEC while AT&T-12STATE gains such needed data storage and administration and/or processing capability.

9.2.10.5.5 CLEC may submit updated or changed forecasts due to unforeseen events at any time and AT&T-12STATE encourages CLEC to submit such forecasts as soon as practical. AT&T-12STATE may request revised forecasts, but no more frequently than every six (6) months and then only if AT&T-12STATE has reason to believe there may be significant error in CLEC's latest forecast.

9.2.10.5.6 CLEC will furnish all Line Records and Group Records in a format required by AT&T-12STATE to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

9.2.10.5.7 CLEC is solely responsible for all Line Records for which CLEC is the Account Owner. This includes all data, data Administration, Line Records that CLEC creates, Line Records that AT&T-12STATE creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.

9.2.10.5.8 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in AT&T-12STATE's LIDB.

9.2.10.5.9 CLEC will Administer its data in AT&T-12STATE's LIDB in such a manner that accuracy of response information and consistency of available data contained within the LIDB are not adversely impacted. CLEC's Administrative responsibility includes, but is not limited to:

9.2.10.5.9.1 Populating all Standard Data Elements defined for AT&T-12STATE's LIDB.

9.2.10.5.9.2 Deleting Line Records from AT&T-12STATE's LIDB when CLEC migrates Line Record from an AT&T-12STATE's LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with AT&T-12STATE to delete such records on CLEC's behalf.

9.2.10.5.9.3 Deleting Line Records from AT&T-12STATE's LIDB associated with End Users that disconnect from or otherwise leave CLEC's service.

9.2.10.5.9.4 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an AT&T-12STATE's LIDB, CLEC will administer those records through the unbundled electronic interfaces AT&T-12STATE offers in Sections 4.3 through 4.3.2.5 of this Appendix, so that companies that query the AT&T-12STATE's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

9.2.10.5.9.5 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of AT&T-12STATE's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the End-User with dial tone.

9.2.10.5.9.6 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using an AT&T-12STATE's UNE local switching port, CLEC will delete its LIDB Line Records associated with an End-User disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of the End User's disconnection.

9.2.10.5.10 CLEC will use either the LSR Process or an unbundled electronic interface(s) for all accounts that use the same NECA, Inc. company code.

9.2.10.5.11 If CLEC begins providing local services before CLEC completes and returns to AT&T SOUTHWEST REGION 5-STATE its LSR Process registration form, AT&T SOUTHWEST REGION 5-STATE will treat CLEC's LSRs as if CLEC has elected to Administer all activity on its Line Records directly through an unbundled electronic interface.

9.2.10.5.12 AT&T-12STATE will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an AT&T-12STATE LIDB.

9.2.10.5.13 With respect to all matters covered by this Appendix, each Party shall adopt and comply with AT&T-12STATE's standard operating methods and procedures and shall observe the rules and regulations that cover the Administration of the LIDB SMS and the fraud monitoring system, as set forth in AT&T-12STATE practices. The Parties acknowledge that AT&T-12STATE may change those practices from time to time.

9.2.10.5.14 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an AT&T-12STATE's LIDB is the responsibility of AT&T-12STATE. CLEC acknowledges and agrees that AT&T-12STATE, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. AT&T-12STATE will limit such access to those actions necessary, in its reasonable judgement, to ensure the successful operation and Administration of AT&T-12STATE's SCP and LIDB.

9.2.10.5.15 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing Administration of its Line Records directly through unbundled electronic interfaces.

9.2.10.5.16 AT&T-12STATE will, at its sole discretion, allow or negotiate any access to an AT&T-12STATE's LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an AT&T-12STATE's LIDB. CLEC acknowledges that when AT&T-12STATE allows an entity to access AT&T-12STATE's LIDB, such Query originators will also have access to CLEC's data that is also stored in such AT&T-12STATE's LIDB unless CLEC otherwise invokes Level 2 Data Screening.

9.2.10.5.17 The following applies only to AT&T SOUTHWEST REGION 5-STATE

9.2.10.5.17.1 AT&T SOUTHWEST REGION 5-STATE will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC must confirm that it provides the same services to the End-User as did the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, AT&T SOUTHWEST REGION 5-STATE will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, AT&T SOUTHWEST REGION 5-STATE will consider the Line Record abandoned by CLEC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, AT&T SOUTHWEST REGION 5-STATE will count the day of the record's creation as

zero (0). AT&T SOUTHWEST REGION 5-STATE's ability to delete such Line Records does not relieve CLEC of its responsibility to Administer its records accurately and in a timely manner.

9.2.10.5.17.1 If CLEC elects to have AT&T SOUTHWEST REGION 5-STATE transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, AT&T SOUTHWEST REGION 5-STATE will transfer all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.

9.2.10.5.17.2 If CLEC elects to have AT&T SOUTHWEST REGION 5-STATE transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, AT&T SOUTHWEST REGION 5-STATE will change every data element in the LIDB Line Record as part of the transfer of ownership. However, AT&T SOUTHWEST REGION 5-STATE will not mark such records as transitional. AT&T SOUTHWEST REGION 5-STATE will change all LIDB Line Record Data Elements based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB Standard Data Elements on its LSR, AT&T SOUTHWEST REGION 5-STATE will create default values for the Data Elements or derive the values for those Data Elements based on other LSR entries.

9.2.10.5.18 LIDB Data Screening

9.2.10.5.18.1 AT&T-12STATE is solely responsible for initiating, modifying, or deactivating Level 1 Data screening. CLEC is solely responsible for initiating, modifying, or deactivating Level 2 Data Screening.

9.2.10.5.18.2 CLEC understands that requests to allow, deny, or limit a Query originator's access to CLEC's data will apply to the point code associated with the service platform that launches the LIDB Query. As such, all entities that Query LIDB through a single originating point code will be affected by CLEC's Level 2 Data Screening decisions regarding such Originating Point Code.

9.2.10.5.18.3 CLEC will use an interface designated by AT&T-12STATE to notify AT&T-12STATE of CLEC's Level 2 Data Screening requests. AT&T-12STATE will accept such blocking requests from CLEC only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by AT&T-12STATE. CLEC will provide such Level 2 Data Screening requests according to time frames set forth in AT&T-12STATE's operating procedures, which the Parties agree AT&T-12STATE may change from time to time at its sole

discretion. AT&T-12STATE shall not be responsible for any claims related to untimely or incorrect blocking requests.

9.2.10.5.18.4 CLEC will Administer its LIDB Data Screening Requests according to methods and procedures developed by AT&T-12STATE which the Parties agree AT&T-12STATE may change from time to time at its sole discretion. The Parties will work cooperatively to administer CLEC's Level 2 Data Screening in a timely and efficient manner.

9.2.10.5.18.5 If an entity with appropriate jurisdictional authority determines that AT&T-12STATE cannot offer Level 2 Data Screening and/or determines that AT&T-12STATE cannot comply with CLEC's request for Level 2 Data Screening, the Parties agree that AT&T-12STATE will not abide by CLEC's requests for such Data Screening and AT&T-12STATE will not have any liability to CLEC for not providing such Data Screening.

9.2.10.5.18.6 If CLEC, or CLEC's affiliate(s), also originate queries to AT&T-12STATE's LIDB(s) and CLEC and/or CLEC's affiliate(s) has obtained a ruling from a regulatory or judicial entity having appropriate authority, that its Queries cannot be screened from the data of any or all Account Owner(s) in AT&T-12STATE's LIDB, CLEC may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If CLEC has already obtained Level 2 Data Screening prior to its or its affiliate obtaining such regulatory or judicial ban, the Parties agree that AT&T-12STATE can remove any prior Level 2 Data Screening requests that CLEC has made in accordance with such jurisdictional or regulatory directive.

9.2.10.5.18.7 CLEC understands that LIDB Data Screening is a capability of a LIDB and can apply only to CNAM information when such information is part of a LIDB rather than a stand-alone CNAM Database.

9.2.10.5.18.8 CLEC understands that decisions to limit or deny its data to Query originators might result in denial of service or impairment of service to its End Users when such End Users attempt to use services provided by the Query originator and those services rely on LIDB data.

9.2.10.5.18.9 CLEC is responsible for resolving all disputes regarding its decision to deploy or not deploy Level 2 Data Screening with Query originators. CLEC agrees that, based upon a request from a Query originator, AT&T-12STATE will identify to such Query originator the presence of Level 2 Data Screening.

9.2.10.5.18.10 CLEC understands that AT&T may offer a reverse form of LIDB Data Screening to Query originators that allow such originators to limit or deny the data they receive from AT&T-12STATE's LIDB on an Account Owner basis. CLEC further understands that where available, AT&T-12STATE will honor such requests from Query originators.

9.2.10.5.19 Custom Data Elements

9.2.10.5.19.1 The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line Records as set forth following:

9.2.10.5.19.2 AT&T-12STATE will establish all Assignment Authorities and Custom Ids for all Account Owners for all Custom Data Elements.

9.2.10.5.19.3 The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.

9.2.10.5.19.4 CLEC will confirm to AT&T-12STATE's SMS administrators that CLEC has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements CLEC requests to create. AT&T-12STATE will, upon request, work with CLEC to recommend processes and procedures that may assist CLEC in its efforts. To the extent that any new process or procedure will result in changes to AT&T-12STATE's SMS or its interfaces, including the LSR process, such changes will be done pursuant to the BFR Process.

9.2.10.5.19.5 Requests to create Custom Data Elements that require the addition of hardware and/or software on AT&T-12STATE's LIDB and/or LIDB SMS will be provided pursuant to the BFR Process.

9.2.10.5.19.6 CLEC will abide by AT&T-12STATE methods and procedures for creating Custom Data Elements.

9.2.10.5.19.7 CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.

9.2.10.5.19.8 If CLEC uses the LSR Process to administer its data and CLEC requests creation of Custom Data Elements, CLEC is responsible for initiating, through Change Management, the needed changes to the LSR and Operations Support Systems that are needed, including audit processes, to support such data administration. All such changes will be made pursuant to the BFR Process.

9.2.10.5.19.9 The Parties agree that all Custom Data Elements are the proprietary property of the Account Owner associated with the Custom Data Element. CLEC will not ask for, and AT&T-12STATE will not provide, CLEC with a list of other Account Owners' Custom Data Elements.

9.2.10.5.19.10 CLEC is responsible for identifying to AT&T-12STATE, through a process or procedure established by AT&T-12STATE what Originating Point Codes are allowed and/or not allowed, to access CLEC's Custom Data Elements.

9.2.10.5.19.11 CLEC will not create a Custom Data Element when a Standard Data Element has already been deployed on AT&T-12STATE's LIDB. If CLEC has created a Custom

Data Element and a Standard Data Element is subsequently deployed on AT&T-12STATE's LIDB for the same Data Element, CLEC will convert its Custom Data Element to a Standard Data Element. The Parties will work cooperatively to effect such conversion as quickly as possible.

9.2.10.6 BILLING

9.2.10.6.1 When AT&T-13STATE or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 9.2.10.6.1.1 or 9.2.10.6.1.2 of this Appendix.

9.2.10.6.1.1 CLEC will bill the appropriate charges to its End Users, on behalf of AT&T-13STATE or a third party.

9.2.10.6.1.2 CLEC will provide to AT&T-13STATE or the third party all necessary billing information needed by AT&T-13STATE or the third party to bill the End User directly.

9.2.10.6.2 CLEC understands that if CLEC chooses the option set forth in Section 6.1.2 of this Appendix, other providers, including AT&T-13STATE, may choose to deny services to CLEC's subscribers.

9.2.10.6.3 AT&T SNET will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge") as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charges"), approved in writing by CLEC and incurred by AT&T SNET during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by AT&T SNET and billed to CLEC, in accordance with AT&T SNET's invoice.

9.2.10.7 PRICE AND PAYMENT

9.2.10.7.1 AT&T MIDWEST 4-STATE will charge CLEC $2.00 for every Line Record update it accepts from CLEC via a manual fax. The foregoing notwithstanding, nothing in this Agreement requires AT&T 4-STATE to accept a faxed request for Line Record updates. All requests for faxed updates will be negotiated in advance between CLEC and AT&T 4-STATE. AT&T 4-STATE will not accept a fax for any Line Record associated with accounts provided on CLEC's own switches or accounts administered through CLEC's unbundled electronic interface(s).

9.2.10.8 CONFIDENTIALITY

8.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

9.2.10.9 LIABILITY

9.2.10.9.1 In addition to any other limitations of liability set forth in this Agreement, AT&T-12STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunctions of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of AT&T-12STATE. Any such losses or damages for which AT&T-12STATE is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges incurred for a LIDB administrative system during the period beginning at the time AT&T-12STATE receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

9.2.10.9.2 In addition to any other limitations of liability set forth in this Agreement, AT&T-12STATE will not be liable for any losses or damages arising out of AT&T-12STATE's administration of fraud monitoring or Automatic Fraud Monitoring systems.

9.2.10.9.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless AT&T-12STATE from any and all claims, demands, or suits brought by a third party against AT&T-12STATE, directly or indirectly, arising out of AT&T-12STATE's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which AT&T-12STATE is found liable as a result of its sole negligence.

9.2.10.9.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless AT&T-12STATE from any and all claims, demands, or suits brought by a third party against AT&T-12STATE, directly or indirectly arising out of AT&T-12STATE's administration of AT&T-12STATE's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which AT&T-12STATE is found liable as a result of its gross negligence or willful misconduct.

9.2.10.9.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless AT&T-12STATE from any and all claims, demands, or suits brought by a third party against AT&T-12STATE, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.

9.2.10.9.6 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless AT&T-12STATE from any and all claims, demands, or suits brought by a third party against AT&T-12STATE, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 9.2.10.6.1.2 of this Appendix.

9.2.10.10 DISCLAIMER OF WARRANTIES

9.2.10.10.1 AT&T-12STATE MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE FRAUD MONITORING SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, AT&T-12STATE ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

9.2.10.11 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

SCHEDULE 9.2.11
CNAM DATABASE SERVICE

9.2.11 CNAM Database Service

9.2.11.1 General

9.2.11.1.1 AT&T 4-STATE will provide CLEC with access to AT&T 4-STATE's Calling Name Database for CNAM Query. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS). All CLEC queries to AT&T 4-STATE's CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for AT&T 4-STATE to properly process queries to its CNAM Database.

9.2.11.1.2 AT&T 4-STATE shall charge CLEC for the CNAM Query as set forth in the Pricing Schedule.

9.2.11.1.3 AT&T 4-STATE provides CNAM Service Query as set forth in this Schedule only as such service is used for CLEC's local service provider activities on behalf of its Illinois local service customers where AT&T 4-STATE is the incumbent local exchange carrier. The pricing associated with providing this service, as set forth in the Pricing Schedule, is applicable only to queries from CLEC's switches that are located within the AT&T 4-STATE serving area.

9.2.11.2 Definitions

9.2.11.2.1 "Account Owner" means a telecommunications company, including but not limited to AT&T 4-STATE and CLEC, which stores and/or administers Line Record Information and/or Group Record Information in a Party's Calling Name Database.

9.2.11.2.2 "Calling Name Database" means a database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

9.2.11.2.3 "Calling Number Delivery" is a feature that enables an end user to view the directory number of the calling party on a display unit.

9.2.11.2.4 "Calling Name Delivery Service" or "CNDS" means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the customer's premises between the first and second ring for display on compatible customer premises equipment.

9.2.11.2.5 "Calling Name Information" means a telecommunications company's records of its subscribers' names associated with one or more of its subscribers' assigned ten-digit telephone numbers.

9.2.11.2.6 "CNAM Query" means an AT&T 4-STATE Service that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC's local CNDS subscribers.

9.2.11.2.7 "CNAM Query Rate" means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

9.2.11.3 Price and Payment

9.2.11.3.1 CLEC will make payment to AT&T 4-STATE for CNAM Database Service based upon the rates set forth in the Pricing Schedule.

9.2.11.3.2 CLEC will pay AT&T 4-STATE a per-Query rate for each Query initiated into AT&T 4-STATE's CNAM Database. This rate is set forth in the Pricing Schedule.

9.2.11.3.3 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its CNAM Query, except as provided for in Section 9.2.11.3.5, below. These rates are set forth in the Pricing Schedule. This nonrecurring charge applies per point code.

9.2.11.3.4 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify CNAM Query, except as provided for in Section 9.2.11.3.5, below. The Service Order Nonrecurring Charge is set forth in the Pricing Schedule.

9.2.11.3.5 AT&T 4-STATE will waive non-recurring charges for the initial order establishing CNAM Query. Additional non-recurring charges for point code activation and service order activity shall be applicable for all such activity after the initial service order and initial point code activation. The applicable non-recurring charges shall be those set forth in the Pricing Schedule.

9.2.11.3.6 AT&T 4-STATE will record usage information for CLEC's CNAM Database Service Queries terminating to AT&T 4-STATE's CNAM Database.

9.2.11.3.7 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that such Party disputes will be addressed as set forth in Section 8 of the General Terms and Conditions of the Agreement. The following provisions will be substituted solely with respect to billing disputes arising from CNAM related charges:

If there is a dispute associated with a monthly bill, the disputing Party shall notify the other in writing within (90) calendar days of the date of said monthly bill or the dispute shall be waived. CLEC agrees that any amount of any monthly bill that CLEC disputes will be paid by CLEC by the Bill Due Date, according to the terms of this Agreement. Any adjustments relating to a disputed amount shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.

9.2.11.3.8 The billing Party may bill the billed Party for charges incurred by the billed Party up to (but no more than) ninety (90) days prior to the back-bill date. For purposes of this paragraph, the Parties shall deem charges to be incurred as of the first day of the billing cycle in which the billed Party used the service. A billing Party may bill the billed Party for charges outside of the time period defined in this paragraph for charges incurred by the billed Party when: a) the failure to bill or underbilling is caused by the acts, failure, or refusal to act, errors or omissions of the billed Party; b) where a billing Party is required by regulatory agencies, arbitrators, courts or legislatures to implement new pricing structures or change its billing system, in which case the billing Party may submit to the billed Party charges required by the regulatory action, the date of final non-appealable arbitration order, or as of the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), in a backbill for charges incurred by the billed Party as a result of, and since the applicable Governmental Requirements Date; provided, however, that if such Governmental Requirements Date more than 270 days prior to the back-bill date, then the back-bill shall include only such charges as were incurred no more than 270 days prior to the back-bill date; or c) failure to bill or underbilling where data exchange with third party carriers is required, in which case the billing Party may submit a backbill to the billed Party for charges incurred by the billed Party up to ninety (90) days prior to the backbill date.

9.2.11.3.9 Although AT&T 4-STATE will exert reasonable effort to generate mechanized bills to CLEC, nothing in this Schedule requires mechanized billing.

9.2.11.3.10 CLEC will notify AT&T 4-STATE when CLEC discontinues use of an Originating Point Code ("OPC") used to Query the CNAM Database.

9.2.11.3.11 AT&T 4-STATE will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth above.

9.2.11.3.12 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to AT&T 4-STATE's CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC operations within AT&T 4-STATE's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

9.2.11.3.13 If CLEC operates in more than one (1) State in AT&T 4-STATE's incumbent region, AT&T 4-STATE will apply company-level rates to the CNAM Database Service provided to CLEC under this Schedule.

9.2.11.4 Intentionally left blank.

9.2.11.5 Ownership of Information

9.2.11.5.1 Account Owners depositing information in AT&T 4-STATE's CNAM Database retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Schedule.

9.2.11.5.2 Unless expressly authorized in writing between the Parties, CLEC will use CNAM Query only for the purpose of delivery of Calling Name Information by CLEC to CLEC's CNDS subscribers. CLEC may use CNAM Query for such authorized purpose only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC accesses from AT&T 4-STATE's Calling Name Database. AT&T 4-STATE agrees that CLEC may use reports on Calling Name Database usage and Calling Name Database usage statistics and information similar to Calling Name Database usage statistics to bill its carrier customers and to estimate CLEC's facilities usage needs, and for engineering, capacity, and network planning. CLEC agrees that AT&T 4-STATE may use statistics for the same purposes. CLEC may aggregate individual Calling Name Database statistics regarding the number of CLEC's CNAM Queries and similar type of information during a specified time period, such as a month or a year. CLEC will only publish such statistics in aggregate form and will ensure that all non-CLEC names are redacted and cannot reasonably be identified from the published materials.

9.2.11.5.3 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information CLEC receives in a Response from AT&T 4-STATE's Calling Name Database.

9.2.11.5.4 If CLEC acts on behalf of other carriers, CLEC will prohibit its local Query-originating local carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from AT&T 4-STATE's Calling Name Database.

9.2.11.5.5 In any agreement or tariff in which CLEC provides CNDS, CLEC will prohibit its subscribers from maintaining or creating any table or database from any Response from AT&T 4-STATE's Database and providing such table or database to third parties.

9.2.11.5.6 In addition to any other remedies available at law or in equity, if CLEC or CLEC's Query-originating local carrier customer(s) use CNAM Query and/or Response Information for any purpose not specifically authorized under this Schedule and continues such unauthorized use for a period of ten (10) days following written notice

from AT&T 4-STATE demanding the cessation of such unauthorized use, AT&T 4-STATE may terminate this Schedule after the ten day notice period and stop providing access to AT&T 4-STATE's CNAM Database without liability to CLEC or CLEC's Query-originating local carrier customer(s) or end users. In the event of such termination, CLEC will remain obligated to pay AT&T 4-STATE any unpaid incurred amounts under this Schedule.

9.2.11.6 Liability Provisions Applicable to CNAM Database

9.2.11.6.1 A Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Amendment regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages not to exceed the amount paid for CNAM Database Service.

9.2.11.6.2 The remedies as set forth above shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

9.2.11.6.3 In no event shall AT&T 4-STATE have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by CNAM Database Service purchasers.

9.2.11.6.4 AT&T 4-STATE is furnishing access to its CNAM Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While AT&T 4-STATE agrees to make every reasonable attempt to provide accurate CNAM Database information, the Parties acknowledge that CNAM Database information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that AT&T 4-STATE can furnish CNAM Database information only as accurate and current as the information has been provided to AT&T 4-STATE for inclusion in its CNAM Database. Therefore, AT&T 4-STATE, in addition to the limitations of liability set forth, is not liable for inaccuracies in CNAM Database information provided to CLEC or to CLEC's Query originating local carrier customers except for such inaccuracies caused by AT&T 4-STATE's willful misconduct or gross negligence.

9.2.11.6.5 CALLING NAME INFORMATION PROVIDED TO CLEC BY AT&T 4-STATE HEREUNDER SHALL BE PROVIDED "AS IS". AT&T 4-STATE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AT&T 4-STATE, IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR

OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.

9.2.11.6.6 CLEC acknowledges that AT&T 4-STATE's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, AT&T 4-STATE, in addition to any other limitations of liability set forth in the Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in AT&T 4-STATE's Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from AT&T 4-STATE's willful misconduct or gross negligence.

9.2.11.6.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

9.2.11.6.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to AT&T 4-STATE's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, AT&T 4-STATE, in addition to the limitations of liability set forth in the Agreement is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in the Agreement, to hold AT&T 4-STATE harmless from and defend and indemnify AT&T 4-STATE for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by AT&T 4-STATE's willful misconduct or gross negligence.

9.2.11.7 Communication and Notices

9.2.11.7.1 Ordering and billing inquiries for the services described herein from AT&T 4-STATE shall be directed to the Local Service Center (LSC).

APPENDIX
PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T-13STATE 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 Collocator telecommunications equipment and facilities on **AT&T-13STATE** property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via **AT&T-13STATE** approved vendor (hereinafter referred to as Dedicated Space) within **AT&T-13STATE** Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from **AT&T-13STATE** 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-13STATE** will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, **AT&T-13STATE** will permit collocation in Adjacent Structures located on **AT&T-13STATE**'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-13STATE**'s Lawful Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. 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 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from **AT&T-13STATE** pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, **AT&T-13STATE** will process any order for any 251(c)(6) Physical Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and **AT&T-13STATE** will not impose any charge(s) to perform such Billing Conversion(s).

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, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such collocation arrangement.

Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, 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 arrangement (e.g., 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.

1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, **AT&T-13STATE**'s standards and requirements for equipment and facility installations, CLEC Online website, or **AT&T-13STATE**'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-13STATE** Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and **AT&T-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **AT&T-13STATE**'s Central Office or Eligible Structure.

2.4 **Adjacent Structure** - A Collocator-provided structure placed on **AT&T-13STATE** property (Adjacent On-site) or non-**AT&T-13STATE** 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 a Collocator 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 Collocator'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 a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator'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 the Collocator, (e.g., brighter lighting above the Collocator'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-13STATE** 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-13STATE** has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.

2.11 **Dedicated Space** - Denotes the space assigned for the Collocator's Physical Collocation arrangement located in **AT&T-13STATE** Eligible Structure.

2.12 **Effective Billing Date** - The date **AT&T-13STATE** completed its work as required by the Collocator's accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.

2.13 **Eligible Structure** - Eligible Structure refers to **AT&T-13STATE**'s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by **AT&T-13STATE** that house its network facilities, and all structures that house **AT&T-13STATE**'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-13STATE** incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or **AT&T-13STATE** 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-13STATE** may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator 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-13STATE** and for Collocator in **AT&T-13STATE** eligible structures in all collocation footprints areas and/or **AT&T-13STATE** common areas in the technologies and geographical locations for which they are approved by **AT&T-13STATE**.

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-13STATE** and for Collocators in **AT&T-13STATE** central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the **AT&T-13STATE** per the letter codes listed in a table on the Tier 1 list on https://clec.att.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 Collocators in all 13 states of the **AT&T-13STATE** 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 Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the **AT&T-13STATE**'s, which is located on the **AT&T-13STATE** CLEC ONLINE Web-Site (https://clec.att.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-13STATE** may seek to impose non-standard charges for requirements based on requests from a Collocator 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 the Collocator'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 Collocator'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.att.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-13STATE**'s network.

2.28 **Unused Space** - Any space (i) existing in **AT&T-13STATE**'s Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by **AT&T-13STATE**'s or any third party, (iii) that is not occupied by **AT&T-13STATE**'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-13STATE**'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-13STATE**'s or Requesting Collocator'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-13STATE**'s warranty on proximate.

3. GENERAL

3.1 Certification

3.1.1 The Collocator 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-13STATE** 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-13STATE** allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

3.3.1 The Collocator 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-13STATE** requirements. The Installation Supplier shall coordinate with the **AT&T-13STATE** 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.att.com/clec.

3.4 Safety

3.4.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of **AT&T-13STATE** or other telecommunications carriers. The Collocator shall immediately report to the **AT&T-13STATE** representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on **AT&T-13STATE** premises or any OSHA inspection or citations issued to the Collocator while on **AT&T-13STATE** 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-13STATE** will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for **AT&T-13STATE** vehicles and which are designated as reserved. **AT&T-13STATE** shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and **AT&T-13STATE** are required to follow all posted traffic and **AT&T-13STATE** signs and follow all applicable parking and traffic laws and ordinances.

3.7 Collocator's Equipment and Facilities

3.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator 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 the Collocator 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-13STATE** 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-13STATE** 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 Collocator's collocation arrangement, **AT&T-13STATE** will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

3.8.3 Should **AT&T-13STATE** benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.

3.8.4 Should **AT&T-13STATE** be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), **AT&T-13STATE** 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 - Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.

4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either **AT&T-13STATE** or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

4.1.2 Both **AT&T-13STATE** and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.

4.2 Third Parties

4.2.1 **AT&T-13STATE** is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

4.2.2 In addition to any other applicable limitation, neither **AT&T-13STATE** nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either **AT&T-13STATE** or the Collocator or its agents or employees.

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

4.4 Insurance - Except as otherwise provided herein, Insurance will be governed by the General Terms and Conditions of this Agreement.

4.4.1 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to **AT&T-13STATE** as well. If a certificate is not received, **AT&T-13STATE** will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes **AT&T-13STATE**, and **AT&T-13STATE** may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. **AT&T-13STATE** will invoice Collocator for the costs incurred to so acquire insurance.

4.4.2 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

4.5 Self-Insured

4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

5. INDEMNIFICATION OF AT&T-13STATE

5.1 Except as otherwise provided herein, Indemnification is 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 the Collocator'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-13STATE** 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-13STATE** has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or **AT&T-13STATE** opts not to rebuild, then **AT&T-13STATE** shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, **AT&T-13STATE** must provide to the Collocator, 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-13STATE** to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by **AT&T-13STATE**.

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-13STATE**'s opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, **AT&T-13STATE**, at its option, may terminate services provided via this Appendix by giving the Collocator 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-13STATE** may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. **AT&T-13STATE** may impose security arrangements as stringent as the security arrangements **AT&T-13STATE** 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-13STATE** 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-13STATE** 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 Collocator.

6.1.1 Collocator 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 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of **AT&T-13STATE** security standards.

Collocator personnel and technicians will undergo the same level of security training or its equivalent that **AT&T-13STATE**'s own employees and authorized contractors must undergo. **AT&T-13STATE** will not, however, require Collocator to receive security training from **AT&T-13STATE**, but will provide information to Collocator on the specific type of training required.

6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in **AT&T-13STATE**'s Technical Publications via https://clec.att.com/clec.

6.1.1.3 Collocator and **AT&T-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of **AT&T-13STATE** for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or **AT&T-13STATE** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or **AT&T-13STATE** 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-13STATE** property:

6.1.1.3.1 Theft or destruction of **AT&T-13STATE**'s or Collocator's property;

6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on **AT&T-13STATE** property;

6.1.1.3.3 Threats or violent acts against other persons on **AT&T-13STATE** property;

6.1.1.3.4 Knowing violations of any local, state or federal law on **AT&T-13STATE** property;

6.1.1.3.5 Permitting unauthorized persons access to **AT&T-13STATE** or Collocator's equipment on **AT&T-13STATE** property; and

6.1.1.3.6 Carrying a weapon on **AT&T-13STATE** property.

In addition, Collocator and **AT&T-13STATE** will take appropriate disciplinary steps as determined by each Party to address any violations reported by **AT&T-13STATE** or the Collocator of **AT&T-13STATE**'s policies and practices on security, safety, network reliability, and business conduct as defined in **AT&T-13STATE**'s Interconnector's Collocation Services Handbook https://clec.att.com/clec for Physical Collocation in **AT&T-13STATE**, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

6.1.1.4 Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **AT&T-13STATE**-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **AT&T-13STATE** as well.

6.1.1.5 **AT&T-13STATE** may use reasonable security measures to protect its equipment. In the event **AT&T-13STATE** elects to erect an interior security partition in a given Eligible Structure to separate its equipment, **AT&T-13STATE** 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 a Collocator be required to pay for both an interior security partition to separate **AT&T-13STATE**'s

equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.1.5.1 **AT&T-13STATE**'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-13STATE**'s equipment. **AT&T-13STATE**'s construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within **AT&T-13STATE**'s space. To the extent that **AT&T-13STATE** 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-13STATE**'s expense.

6.1.1.5.2 **AT&T-13STATE**'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-13STATE**'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-13STATE**'s equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.1.5.4 If **AT&T-13STATE** chooses to enclose its own equipment, **AT&T-13STATE** 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-13STATE** 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-13STATE** cannot prove that other reasonable security methods cost more than an interior security partition around **AT&T-13STATE**'s equipment, **AT&T-13STATE** cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.

6.1.1.5.6 If **AT&T-13STATE** elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around **AT&T-13STATE**'s equipment at the time the price quote is given.

6.1.1.6 Collocator 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-13STATE** will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. **AT&T-13STATE** will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to Collocator's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

7.1.1 **AT&T-13STATE** is responsible for providing the Collocator personnel a contact number for **AT&T-13STATE** 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, the Collocator 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-13STATE** will not delay a Collocator's entry into an Eligible Structure.

7.1.2 The Collocator is responsible for providing to **AT&T-13STATE** personnel a contact number for Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week **AT&T-13STATE**. 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-13STATE** grants to the Collocator 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-13STATE** and the Collocator 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-13STATE** or the Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, **AT&T-13STATE** and the Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, **AT&T-13STATE** or the Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by **AT&T-13STATE** or the Collocator.

7.4 Service Coordination

7.4.1 **AT&T-13STATE** is responsible for coordinating with the Collocator 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-13STATE** shall inform the Collocator 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 the Collocator'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 the Collocator disputes the **AT&T-13STATE** placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. **AT&T-13STATE** will provide all relevant documentation to the Collocator agent supporting its placement of Collocator'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-13STATE**-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator 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 the Collocator'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-13STATE** representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise **AT&T-13STATE** orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the **AT&T-13STATE** findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on **AT&T-13STATE** to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator 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-13STATE** will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **AT&T-13STATE** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, **AT&T-13STATE** will not provide Collocator's personnel or agents with direct access to **AT&T-13STATE**'s Main Distribution Frame (MDF), with the exception of the **AT&T-13STATE**'s Approved Vendor.

7.6.1.2 **AT&T-13STATE** 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, Collocator 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 Collocator in a **AT&T-13STATE** premises will not be responsible for the entire cost of site preparation and security.

7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by **AT&T-13STATE** in constructing such an arrangement. The Collocator 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 the Collocator elects to install or requests that **AT&T-13STATE** 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-13STATE** will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, **AT&T-13STATE** will not provide Collocator's personnel or agents with direct access to **AT&T-13STATE**'s Main Distribution Frame (MDF), with the exception of the **AT&T-13STATE**'s Approved Vendor.

7.6.1.4 Cageless Collocation - **AT&T-13STATE** 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-13STATE** will provide space in single bay increments, including available space adjacent to or next to **AT&T-13STATE**'s equipment. Collocator 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-13STATE**. **AT&T-13STATE** will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). **AT&T-13STATE** may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, **AT&T-13STATE** will not provide Collocator's personnel or agents with direct access to **AT&T-13STATE**'s Main Distribution Frame (MDF), with the exception of the **AT&T-13STATE** Approved Tier 1 Vendor.

7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within **AT&T-13STATE** Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, **AT&T-13STATE** will permit Collocator to physically collocate on **AT&T-13STATE**'s property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that **AT&T-13STATE** uses to house telecommunication equipment, to the extent technically feasible. **AT&T-13STATE** and telecommunications carrier will mutually agree on the location of the designated space on **AT&T-13STATE** premises where the Adjacent Structure will be placed. **AT&T-13STATE** will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. **AT&T-13STATE** will offer the following increments of power to the Adjacent Structure: **AT&T-13STATE** 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-13STATE** 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, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **AT&T-13STATE** will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. **AT&T-13STATE** shall permit Collocator 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-13STATE** or the Collocator. Accordingly, **AT&T-13STATE** will not provide Collocator's personnel or agents with direct access to **AT&T-13STATE**'s Main Distribution Frame (MDF), with the exception of the **AT&T-13STATE**'s Approved Tier 1 Vendor.

7.6.1.5.1 Collocator 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 the Collocator's POT bay or termination point located in an adjacent structure and **AT&T-13STATE**'s cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.

7.6.1.6 Adjacent Off-Site Arrangement - Where Physical Collocation space within **AT&T-13STATE** Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Collocator has the option and **AT&T-13STATE** 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 the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the **AT&T-13STATE** 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 the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to **AT&T-13STATE**'s premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

7.6.1.6.4 At the time the Collocator requests this arrangement, the Collocator 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-13STATE** shall provide a response to Collocator 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-13STATE**'s facilities. **AT&T-13STATE** shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator'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-13STATE** will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator 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-13STATE** 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-13STATE**'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, Collocator 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, Collocator 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 Collocator 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-13STATE**'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-13STATE** will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. **AT&T-13STATE** will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. **AT&T-13STATE** will inform the Collocator as soon as practicable by telephone of all emergency-related activities that **AT&T-13STATE** or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator'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-13STATE** 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-13STATE**'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-13STATE** will submit to a requesting Telecommunications Carrier a report indicating **AT&T-13STATE**'s available collocation space in a particular **AT&T-13STATE** Eligible Structure upon request **AT&T-13STATE**. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that **AT&T-13STATE** is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	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 the Collocator 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-13STATE** shall notify the Collocator 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-13STATE**'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-13STATE** will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of **AT&T-13STATE**'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 the Collocator.

8.1.4.4 **AT&T-13STATE** will file a notice that the Collocator's request was denied with the state Commission as appropriate. In the event of a denial, **AT&T-13STATE** will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, 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.att.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-13STATE** denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to **AT&T-13STATE**'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-13STATE** representative and the designated agent for the Collocator, who will participate in the tour.

8.1.4.7 **AT&T-13STATE** will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. **AT&T-13STATE**'s

representative will accompany and supervise the Collocator agent on the inspection tour.

8.1.4.8 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise **AT&T-13STATE**. The Collocator and **AT&T-13STATE** shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and **AT&T-13STATE** 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-13STATE** to justify the basis for any denial of collocation requests.

8.1.4.9 **Legitimately Exhausted**. Before **AT&T-13STATE** may make a determination that space in an Eligible Structure is legitimately exhausted, **AT&T-13STATE** 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-13STATE**'s response to a Collocator'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-13STATE** may reserve space for transport equipment for current year plus two (2) years. Additionally, **AT&T-13STATE** may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of **AT&T-13STATE** or for future use by **AT&T-13STATE** 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-13STATE** 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-13STATE** 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, the Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in **AT&T-13STATE**'s Interconnector's Collocation Services Handbook (https://clec.att.com/clec) for Physical Collocation in **AT&T-13STATE** and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Collocator and appropriate fees paid to **AT&T-13STATE**.

8.1.5.1.1 A Collocator wishing **AT&T-13STATE** 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-13STATE** to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, **AT&T-13STATE** would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes **AT&T-13STATE** to consider one collocation method, it need not provide preferences and associated specific

information for multiple methods. However, if **AT&T-13STATE** is unable to provide the Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Collocator's application and initial Planning Fee payment, **AT&T-13STATE** will begin development of the quotation. **AT&T-13STATE** will advise the Collocator 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-13STATE** will allow the Collocator to retain its place in the collocation queue so long as the Collocator 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-13STATE** shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. **AT&T-13STATE** will not select for Collocator the type of Physical Collocation to be ordered.

8.1.5.2.1 The Collocator 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 a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Collocator	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 the Collocator 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 the Collocator 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-13STATE** normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The

Collocator 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 the Collocator. 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-13STATE** 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-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, **AT&T-13STATE** 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 the Collocator.

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-13STATE** will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator 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 Collocator 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-13STATE** 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 the Collocator'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-13STATE** will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where **AT&T-13STATE** will be installing all or some of the bays, and the Collocator 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 the Collocator 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 a Collocator is requesting DC power greater than fifty (50) amps per feed, **AT&T-13STATE** 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-13STATE** installs interconnection and power cabling. **AT&T-13STATE** will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to **AT&T-13STATE**'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 the Collocator'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 the Collocator requests any of the following augments; 1) **AT&T-13STATE** will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Collocator'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 Collocator and another Collocator provided the Collocator is interconnected with **AT&T-13STATE**'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-13STATE** bays, **AT&T-13STATE** cable racks and/or cage expansions within Active Collocation Space different than described above will require the Collocator 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-13STATE** will work cooperatively with Collocator 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-13STATE** 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 the Collocator by **AT&T-13STATE**.

8.2.5.1.3 During **AT&T-13STATE** 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-13STATE**, Collocator and/or their **AT&T-13STATE** Approved Tier 1 Vendor (s) may request **AT&T-13STATE** to do work in parallel with **AT&T-13STATE** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **AT&T-13STATE** and follow **AT&T-13STATE**'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 the Collocator cancels its collocation application after **AT&T-13STATE** has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before **AT&T-13STATE** has been paid the entire amounts due under this Appendix, then in addition to other remedies that **AT&T-13STATE** might have, the Collocator shall be liable 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 Collocator's request, **AT&T-13STATE** will provide the Collocator 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-13STATE** will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days of **AT&T-13STATE** completion of preparation of the Dedicated Space.

8.4.1.1 Upon Collocator's receipt of such notice, **AT&T-13STATE** and the requesting Collocator shall, upon Collocator's request, conduct an acceptance walk-through of such space. The Collocator 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 Collocator as exceptions, which shall be mutually agreed to as exceptions by **AT&T-13STATE**. These exceptions shall be corrected by **AT&T-13STATE** 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-13STATE**'s expense.

8.4.1.2 Upon completion of such corrections, **AT&T-13STATE** will again notify the Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Collocator, 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 Collocator 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 Collocator to complete its work or occupy the space.

8.4.2 Collocator 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-13STATE**'s network or obtain access to **AT&T-13STATE** UNEs within one hundred eighty (180) days after receipt of such notice, that **AT&T-13STATE** has completed its work as required by the complete and accurate Collocation application.

8.4.2.1 In the event that **AT&T-13STATE** has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until **AT&T-13STATE** allows the Collocator to interconnect. **AT&T-13STATE**, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

8.4.2.2 Orders for additional space will not be accepted until the Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Collocator establishes to AT&T's satisfaction that the Collocator'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 the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator'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-13STATE**.

8.4.2.2.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to **AT&T-13STATE**'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-13STATE**.

8.4.3 If the Collocator 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 Collocator 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-13STATE** provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with **AT&T-13STATE** or obtain access to **AT&T-13STATE** UNEs by that tenth (10th) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

8.4.4 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either **AT&T-13STATE**'s network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with **AT&T-13STATE**'s network or to obtain access to **AT&T-13STATE**'s UNEs, for the purpose of providing this service.

8.4.5 If the Collocator causes **AT&T-13STATE** to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay **AT&T-13STATE** the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

8.5.1 When **AT&T-13STATE** 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, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. **AT&T-13STATE** will notify the resident Collocator(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-13STATE** will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator 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-13STATE**, 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-13STATE**'s reasonable discretion. In addition, a Collocator's presence in **AT&T-13STATE** Central Offices or adjacent space collocation structures should not prevent **AT&T-13STATE**

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-13STATE** determines that a Collocator must relocate due to any of the above reasons, **AT&T-13STATE** will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by **AT&T-13STATE** and the Collocator, unless the Parties agree to a different financial arrangement.

8.5.3 If the Collocator 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-13STATE** shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator 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-13STATE** shall maintain a publicly available document for viewing on the Internet at https://clec.att.com/clec indicating its Eligible Structures, if any, that have no space available for Physical Collocation. **AT&T-13STATE** 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-13STATE** will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission. **AT&T-13STATE** shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

In the case of the expiration or termination of this Appendix prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Appendix **AT&T-13STATE** shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that **AT&T-13STATE** is entitled to recover under the provisions of this Appendix for establishing such Collocation arrangement prior to such expiration or termination.

8.6.2 If Collocator cancels or abandons its collocation space in any of **AT&T-13STATE**'s central offices before **AT&T-13STATE** has recovered the full cost associated with providing that space to the Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Collocator abandons that space.

8.7 Dispute Resolution – Except as otherwise provided herein, Dispute Resolution will be governed by the General Terms and Conditions of this Agreement .

8.8 Non-billing Dispute

8.8.1 In the event of a bona fide dispute between a Collocator and **AT&T-13STATE**, Collocator shall include in written notice referenced in Section 8.7.2 above the following information: (a) the Central Office involved in the controversy, (b) the date controversy

occurred, (c) detailed description of the controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Collocator's irrevocable and full waiver of its right to file a dispute.

8.9 Billing – Except as otherwise provided herein, Billing will be governed by the General Terms and Conditions of this Appendix.

8.10 Allowances for Interruptions

8.10.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to **AT&T-13STATE**'s designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of **AT&T-13STATE**.

8.10.2 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.

8.10.3 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. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

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

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

9.1.1 The Collocator 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-13STATE** will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to **AT&T-13STATE** that use of such cable will not impair **AT&T-13STATE**'s ability to service its own customers or subsequent Collocators.

9.1.2 **AT&T-13STATE** 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-13STATE** cable. **AT&T-13STATE** will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where **AT&T-13STATE** also has access to more than two such entry points. Where such dual points of entry are not immediately available, **AT&T-13STATE** shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where **AT&T-13STATE** performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and **AT&T-13STATE** 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-13STATE** and the Collocator(s).

9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by **AT&T-13STATE**, and leaving sufficient length of the cable in the manhole for **AT&T-13STATE** to fully extend the Collocator-provided facilities through

the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify **AT&T-13STATE** 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-13STATE** provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to the Collocator).

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, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to **AT&T-13STATE** under 47.U.S.C. § 251(C) (2) or accessing **AT&T-13STATE**'s UNEs under 47.U.S.C. § 251(C) (3) of the Act. Such uses are limited to interconnection to **AT&T-13STATE**'s network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to **AT&T-13STATE**'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 operations matter, preclude the Collocator from obtaining interconnection with **AT&T-13STATE** at a level equal in quality to that which **AT&T-13STATE** obtains within its own network or **AT&T-13STATE** 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 the Collocator 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 the Collocator 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 the Collocator 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-13STATE**'s property.

10.1.4 **AT&T-13STATE** voluntarily allows Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if **AT&T-13STATE** and Collocator mutually agree to such placement, in **AT&T-13STATE**'s premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

10.1.5 **AT&T-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

10.1.6 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator 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-13STATE** will provide the necessary backup power to ensure against power outages.

10.1.7 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on **AT&T-13STATE** grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator 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 the Collocator 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. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Collocator 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. The Collocator 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-13STATE**, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 The Collocator shall furnish **AT&T-13STATE** 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 the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by **AT&T-13STATE** and written approval or denial of the equipment will be forwarded to the Collocator.

10.2.3 Limitations

10.2.3.1 **AT&T-13STATE**'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 a Collocator, is limited to the extent that **AT&T-13STATE** 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-13STATE** will ensure that the Collocator is provided collocation space at least equal in quality to that provided to **AT&T-13STATE**, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

10.3.1 The Collocator'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. Collocator shall provide **AT&T-13STATE** 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-13STATE** will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. **AT&T-13STATE** will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with **AT&T-13STATE**'s policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Appendix).

10.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to **AT&T-13STATE**, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

10.3.4 **AT&T-13STATE** will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between **AT&T-13STATE** and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or **AT&T-13STATE**'s personnel.

10.4 Threat to Personnel, Network or Facilities

10.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to **AT&T-13STATE**'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, the Collocator 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 the Collocator 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-13STATE** standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Collocator 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 the Collocator at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator 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-13STATE**. **AT&T-13STATE** shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that **AT&T-13STATE** has the right to reject or modify any such request except as required by state or federal

regulators. The cost of any **AT&T-13STATE** provided construction shall be paid by the Collocator in accordance with **AT&T-13STATE**'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 Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The **AT&T-13STATE** will make Shared Collocation cages available to all Collocators. In making shared caged arrangements available **AT&T-13STATE** 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 Collocators, 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, the Collocator 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-13STATE**, 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-13STATE**.

11.2 A Collocator may request that **AT&T-13STATE** provide Shared Caged Collocation via:

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

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

11.2.1 Should two (2) or more Collocators have interconnection agreements with **AT&T-13STATE** use a shared collocation cage, **AT&T-13STATE** will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.

11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator'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-13STATE**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **AT&T-13STATE**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator 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-13STATE**'s single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.

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

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

11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from **AT&T-13STATE** in a single application. **AT&T-13STATE** will prorate the Preparation Charges incurred by **AT&T-13STATE** to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). **AT&T-13STATE** will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an **AT&T-13STATE** 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-13STATE** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **AT&T-13STATE** shall bill only the Primary Collocator for, and the Primary Collocator 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 Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **AT&T-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(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 Collocator(s).

11.4 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates **AT&T-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its

Resident Collocator(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 Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

11.5 Collocator 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-13STATE** or for access to **AT&T-13STATE**'s Unbundled Network Elements. **AT&T-13STATE** shall provide Collocator access to **AT&T-13STATE**'s Unbundled Network Elements and permit Collocator to interconnect its network with **AT&T-13STATE** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **AT&T-13STATE** shall have no obligation to provide Collocator's Resident Collocators access to **AT&T-13STATE**'s Unbundled Network Elements or **AT&T-13STATE**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement) with **AT&T-13STATE**.

11.6 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator 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-13STATE** the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. **AT&T-13STATE** shall bill the new Primary Collocator any applicable charges to change **AT&T-13STATE**'s records and databases to reflect such new Primary Collocator.

11.7 Interconnection to Others

11.7.1 Within a contiguous area within the eligible structure, the **AT&T-13STATE** will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators 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-13STATE** imposes on its own equipment. **AT&T-13STATE** shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from **AT&T-13STATE**. If requested by the Collocator, **AT&T-13STATE** will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), **AT&T-13STATE** will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. **AT&T-13STATE** (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

11.7.2 If a physical Collocator and a virtual Collocator 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-13STATE** will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements

that **AT&T-13STATE** imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At **AT&T-13STATE**'s option, the connection may be made either by **AT&T-13STATE** or by the Collocators' 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-13STATE** network equipment areas of Eligible Structures by **AT&T-13STATE** or Collocator must meet **AT&T-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **AT&T-13STATE**) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including **AT&T-13STATE** and its contractors when engineering and installing equipment.

12.1.2 In the event that **AT&T-13STATE** denied Collocation of Collocator's equipment, citing safety standards, **AT&T-13STATE** will provide within five (5) business days of Collocator's written request to **AT&T-13STATE** representative(s), a list of **AT&T-13STATE** equipment which **AT&T-13STATE** locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **AT&T-13STATE** equipment met or exceeded the same safety standards for which Collocator's equipment was denied.

12.1.3 In the event **AT&T-13STATE** believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, **AT&T-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to **AT&T-13STATE** 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 of Sections 8.7.2 above.

12.2 Compliance Certification

12.2.1 The Collocator 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 the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of **AT&T-13STATE**'s written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **AT&T-13STATE** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies **AT&T-13STATE** might have.

13.2 **AT&T-13STATE** may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.

13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation 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, which are 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. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

14. SERVICES AND MAINTENANCE

14.1 Operating Services

14.1.1 **AT&T-13STATE** 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 the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable **AT&T-13STATE** tariffs.

14.2 Maintenance

14.2.1 **AT&T-13STATE** shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator 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.att.com/clec.)

14.4 Legal Requirements

14.4.1 Except for Section 17, **AT&T-13STATE** 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-13STATE's RIGHT OF ACCESS

15.1 **AT&T-13STATE**, its agents, employees, and other **AT&T-13STATE**-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-13STATE** hereunder, and for any other purpose deemed reasonable by **AT&T-13STATE**. **AT&T-13STATE** may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of **AT&T-13STATE** equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, **AT&T-13STATE** will notify the Collocator 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 the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.

16.2 **AT&T-13STATE** 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-13STATE** for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.

16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of **AT&T-13STATE**, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **AT&T-13STATE**, and the Collocator 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 the Collocator 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, the Collocator shall pay **AT&T-13STATE** 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 the Collocator when the Dedicated Space is complete and prior to occupancy.

17.3 Application of Rates and Charges

17.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing CLEC collocation arrangements, including those established before the Effective Date [of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall 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 before the Effective Date.

17.4 Determination of Charges Not Established in Collocation Rate Summary

17.4.1 Rate Elements - In the event that **AT&T-13STATE** seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, **AT&T-13STATE** 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 the Collocator disputes the rate element or charge proposed by **AT&T-13STATE** that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify **AT&T-13STATE** of its dispute with the proposed charge in writing.

17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by **AT&T-13STATE** or other Collocators. **AT&T-13STATE** also may not impose a Custom Work Charge without the Collocator'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 the Collocator and **AT&T-13STATE** is not reached regarding the Custom Work Charge, **AT&T-13STATE** shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to **AT&T-13STATE** 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 a Collocator that has overpaid or the amount due to **AT&T-13STATE** 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-13STATE** shall file the appropriate interconnection agreement amendment. However, **AT&T-13STATE** shall not delay completion of such work

during the agreement approval process. **AT&T-13STATE** shall perform such work based upon provisional rates, subject to true up.

17.6 **Extraordinary Charges** - Collocator will be responsible for all extraordinary construction costs, incurred by **AT&T-13STATE** to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator'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 Collocator).

17.6.1 **AT&T-13STATE** 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-13STATE** will allocate the costs fairly among itself, CLEC and other Collocators, as appropriate.

17.6.3 An estimate of such costs plus contribution will be provided to the Collocator prior to **AT&T-13STATE** commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.

17.6.4 **AT&T-13STATE** must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator'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 the Collocator's signed acceptance and payment.

18. RATE REGULATIONS (AT&T-13STATE DOES ALL WORK)

18.1 The Collocator may elect to have **AT&T-13STATE** provision the collocation site or the Collocator may elect to hire an **AT&T-13STATE** Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator 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-13STATE**'s Interconnector's Collocation Services Handbook for Physical Collocation in **AT&T-13STATE**, recovers **AT&T-13STATE**'s costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator'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 Collocator provided equipment that requires **AT&T-13STATE** 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 Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, **AT&T-13STATE** shall bill the original Collocator for space. However, **AT&T-13STATE** shall bill the other Collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with **AT&T-13STATE** 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 the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **AT&T-13STATE** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.1.2 **AT&T-13STATE** 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, Collocator 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 Collocator in **AT&T-13STATE** premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, **AT&T-13STATE** shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with **AT&T-13STATE** for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator 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 the Collocator elects to install, or requests that **AT&T-13STATE** 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-13STATE** within **AT&T-13STATE**:

- 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-13STATE** 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-13STATE** 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 the Collocator 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-13STATE** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.2.2 **AT&T-13STATE** will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator 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 Collocator in **AT&T-13STATE** 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 Collocator will be based upon the number of frames used by each Collocator.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for **AT&T-13STATE** within **AT&T-13STATE**:

- 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-13STATE** 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-13STATE** 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 the Collocator for its power arrangement. By way of example, where Collocator 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 Collocator 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 the Collocator for its power arrangement. By way of example, where Collocator 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-13STATE** will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but **AT&T-13STATE** shall only bill Collocator 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 the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by **AT&T-13STATE** technical support. This rate element may be provided by **AT&T-13STATE**.

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 the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator'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-13STATE** 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 Collocators and Associated Contractors form, which is located on the telecommunications carrier online website https://clec.att.com/clec. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and **AT&T-13STATE** 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 the Collocator-provided facility between **AT&T-13STATE** 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-13STATE** in pulling the Collocator's cable facilities from **AT&T-13STATE** designated manhole, through **AT&T-13STATE** cable vault and through **AT&T-13STATE** cable support structure to the Collocator's equipment.

18.3.9 **AT&T-13STATE** to Collocation Interconnection Arrangement Options

18.3.9.1 Collocator 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-13STATE**-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's equipment bay and **AT&T-13STATE** network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to **AT&T-13STATE** Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and **AT&T-13STATE**'s cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator'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-13STATE**-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's equipment bay and **AT&T-13STATE** network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to **AT&T-13STATE** Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and **AT&T-13STATE**'s cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator'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-13STATE**-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Collocator's equipment bay and **AT&T-13STATE** network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to **AT&T-13STATE** 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-13STATE** network. This rate

element may not be provided by the Collocator. The Collocator will not be permitted access to **AT&T-13STATE** Main Distribution Frame.

18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An **AT&T-13STATE** provided single signal from **AT&T-13STATE** timing source to provide synchronization between a Collocator's single Network Element and **AT&T-13STATE**'s equipment.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by **AT&T-13STATE** to the Collocator'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 Collocators, any modifications in the use of space since the generation of the last available report, and measures that **AT&T-13STATE** 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 Collocator may elect to arrange with **AT&T-13STATE** to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit **AT&T-13STATE**'s Eligible Structures, the Collocator 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 Collocator will not be allowed to take photographs, make copies of **AT&T-13STATE** site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, **AT&T-13STATE** will provide an employee of **AT&T-13STATE** to conduct the pre-visit, unless a different number of **AT&T-13STATE** employees are mutually agreed upon. The Collocator will be billed for the time of the assigned **AT&T-13STATE** employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time **AT&T-13STATE** employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 The Collocator will be charged for the time **AT&T-13STATE** employees spend during the construction inspection with the Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Collocator will be charged for the time **AT&T-13STATE** 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 a Collocator 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-13STATE** Eligible Structure, **AT&T-13STATE** will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Collocator elect to have **AT&T-13STATE** 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 a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and **AT&T-13STATE** 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 the Collocator'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 the Collocator 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-13STATE** Eligible Structure and Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, **AT&T-13STATE** will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **AT&T-13STATE**'s Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator 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 a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and **AT&T-13STATE** on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator'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 the Collocator provided facility in, on, under/over or through the ground between **AT&T-13STATE**

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-13STATE** 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-13STATE** 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-13STATE** 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, Space Reassignment, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Collocator is unable to complete the following activities within the designated time frame, the Collocator 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 Collocator's equipment bays (relay racks) from the Physical Collocation space, using an **AT&T-13STATE** Approved Tier 1 or Tier 2 Installation/Removal Vendor**.**

(B) Remove Collocator's equipment from the Physical Collocation space, using an **AT&T-13STATE** 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-13STATE** rack level. Collocator must use an **AT&T-13STATE** 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 Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an **AT&T-13STATE** Approved Tier 1 or Tier 2 Installation/Removal Vendor;

(E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an **AT&T-13STATE** Approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the **AT&T-13STATE** will perform those tasks. Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the **AT&T-13STATE** may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by **AT&T-13STATE**, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold **AT&T-13STATE** 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, the Collocator's **AT&T-13STATE** 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 the **AT&T-13STATE** 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

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Collocator ("Exiting Collocator") may reassign the Physical Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of **AT&T-13STATE**. In order to request consent to assign a Physical Collocation Arrangement, either the Collocator Assignee or Exiting Collocator may submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

19.3.1 Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA or an effective interim ICA.

19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the **AT&T-13STATE** turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The **AT&T-13STATE**'s obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the **AT&T-13STATE** makes available the Physical Collocation Arrangement to the Collocator Assignee.

19.3.3 An Exiting Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.

19.3.4 Collocator Assignee will defend and indemnify the **AT&T-13STATE** from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-**AT&T-13STATE** equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the **AT&T-13STATE** harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non- **AT&T-13STATE** equipment and other items.

19.3.6 **AT&T-13STATE** will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before **AT&T-13STATE** begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the **AT&T-13STATE** shall finish the work to convert the space within thirty (30) calendar days. **AT&T-13STATE** and Collocator Assignee will coordinate all conversion work to

insure that the end user customers of Collocator Assignee do not suffer disruptions of service.

19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.

19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that **AT&T-13STATE** will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.

19.4 Power Reduction

19.4.1 The Collocator 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 the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the **AT&T-13STATE** power source. In either case, the Collocator 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. The Collocator shall submit an augment application in order to process this request.

19.4.2 If the Collocator 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-13STATE** BDFB or a **AT&T-13STATE** Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the **AT&T-13STATE** BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an **AT&T-13STATE** Approved Tier 1 Vendor to coordinate fuse changes at the **AT&T-13STATE** 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-13STATE** 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), the

AT&T-13STATE shall coordinate the fuse changes at the **AT&T-13STATE** Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the **AT&T-13STATE**'s BDFB or Power Plant, the **AT&T-13STATE** 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, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the power cable feed and cut cables up to the **AT&T-13STATE** rack level. Collocator must use a **AT&T-13STATE** 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 the Collocator 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), the Collocator 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 the Collocator 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 the Collocator 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), the Collocator 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 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator 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. The **AT&T-13STATE** 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, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the interconnection cable and cut cables up to **AT&T-13STATE** rack level. Collocator must use an **AT&T-13STATE** 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 the **AT&T-13STATE** to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Complete Space Discontinuance - Reflects the **AT&T-13STATE**'s labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the **AT&T-13STATE** 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-13STATE** 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-13STATE** 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

(A) Application Fee - The charge assessed by **AT&T-13STATE** to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator." The charge reflects the **AT&T-13STATE**'s labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.

(C) Restencil DS0/DSL Block - The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.

(D) Restencil DS1 Block - The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.

(E) Restencil DS3 Block - The charge to remove/change stenciling on DSX3 panel per DS3.

(F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.

(G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.

(H) Restencil Power - The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.

(I) Restencil Timing - The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.

(J) Timing Record Book Update - The charge to update timing records when changes/removals occur.

(K) Interconnection Records Update - The charge to update interconnection records when changes/removals occur.

(L) Power Records Update - The charge to update power records when changes/removals occur.

(M) Vendor Engineering - The labor costs for **AT&T-13STATE** Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

(A) Application Fee - The charge assessed by the **AT&T-13STATE** to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Power Reduction (cable removal) - Reflects **AT&T-13STATE**'s labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.

(C) Remove Power Cable - Distribution from **AT&T-13STATE** 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-13STATE** 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-13STATE** to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Power Re-Fusing Only at **AT&T-13STATE** BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects **AT&T-13STATE**'s labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at **AT&T-13STATE** BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at **AT&T-13STATE** BDFB.

(C) Project Management Fee - Power Re-Fusing Only at **AT&T-13STATE** Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the **AT&T-13STATE**'s labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at **AT&T-13STATE** Power Board. This fee is applicable when **AT&T-13STATE** is coordinating the fuse reduction at **AT&T-13STATE** Power Board.

(D) Power Fuse Reductions on **AT&T-13STATE** BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - The charge for **AT&T-13STATE** to tag cables and update Central Office power records associated with the fuse change on the **AT&T-13STATE** BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.

(E) Power Fuse Reductions on **AT&T-13STATE** Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for **AT&T-13STATE** to change the fuse at **AT&T-13STATE** power board, tag cables and update Central Office power records associated with fuse change on **AT&T-13STATE** 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-13STATE** to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Interconnection Termination Reduction - The charge reflects **AT&T-13STATE**'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-13STATE** 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-13STATE PRICING SCHEDULE (See the Collocation Rate Summary)

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

21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire **AT&T-13STATE** to provision the collocation site per previous Sections.

21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an **AT&T-13STATE** 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 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and **AT&T-13STATE** Main Distribution Frame or its equivalent by **AT&T-13STATE** Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Collocator selects this option, **AT&T-13STATE** will install and stencil termination blocks or panels at **AT&T-13STATE** Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to

the Collocator. Intervals and provisioning for this option are found Section 8.2. The Collocator's **AT&T-13STATE** Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from **AT&T-13STATE** and follow **AT&T-13STATE**'s Technical Publication TP 76300 for installation of equipment and facilities.

21.4 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and **AT&T-13STATE**'s Battery Distribution Fuse Bay (BDFB) by using an **AT&T-13STATE** Approved Tier 1 Installation Vendor. When **AT&T-13STATE** designated power termination point is at the Power Plant Primary Distribution, the Collocator's **AT&T-13STATE** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact **AT&T-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to **AT&T-13STATE** Power Plant Primary Distribution, which will be performed by **AT&T-13STATE**. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator 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. The Collocator's **AT&T-13STATE** Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from **AT&T-13STATE** and follow **AT&T-13STATE**'s Technical Publication TP 76300 for installation of equipment and facilities.

21.5 Interval (Collocator Installs Interconnection and Power Cabling)

21.5.1 The intervals set forth in this Section apply only when Collocator installs interconnection and power cabling. **AT&T-13STATE** will notify Collocator 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 a Collocator's accurate and complete Physical Collocation Application. If **AT&T-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **AT&T-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **AT&T-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator 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-13STATE** shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date **AT&T-13STATE** receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide **AT&T-13STATE**, 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-13STATE** has received such response and payment. If the Collocator has not provided **AT&T-13STATE** such response and payment by the twelfth (12) calendar day after the date **AT&T-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated

Space is not reserved until **AT&T-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by **AT&T-13STATE** taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, 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 the Collocator by **AT&T-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **AT&T-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Collocator 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 the Collocator 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 a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by **AT&T-13STATE** 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-13STATE** prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by **AT&T-13STATE**.

21.5.5 For the following Augments, the Collocator 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-13STATE** from a Collocator 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-13STATE**.

21.5.5.2 The delivery interval for the above Augments is determined by **AT&T-13STATE** 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 Collocator, 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 the Collocator by **AT&T-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **AT&T-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 2

Number of All Applications submitted by One Collocator 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 the Collocator 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-13STATE** from a Collocator 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 a Collocator 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-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from **AT&T-13STATE**'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-13STATE** Central Offices

21.6.1 Caged Collocation

21.6.1.1 When Collocator constructs its own cage and related equipment, the Collocator 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.

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When the Collocator selects the option to provide and install its power cable by a **AT&T-13STATE** Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to **AT&T-13STATE** Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but **AT&T-13STATE** 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-13STATE** Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by **AT&T-13STATE**, and leaving sufficient length of the cable in the manhole for **AT&T-13STATE** to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an **AT&T-13STATE** Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **AT&T-13STATE** 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.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **AT&T-13STATE** 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.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **AT&T-13STATE** 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.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **AT&T-13STATE** 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.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** 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 Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to **AT&T-13STATE** 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-13STATE**'s Lawful Unbundled Network Elements ("Lawful 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 Collocator.

1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from **AT&T-13STATE** pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any **AT&T-13STATE** tariff, and agree not to so purchase or attempt to so purchase from any **AT&T-13STATE** tariff that provides for 251(c)(6) Virtual Collocation. 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-13STATE** to enforce the foregoing (including if **AT&T-13STATE** fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) 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-13STATE** may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, **AT&T-13STATE** may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

1.3 Upon request from a Collocator, **AT&T-13STATE** will provide one of the following maintenance alternates for its Virtual Collocation offering:

1.3.1 In all of **AT&T-13STATE**'s premises, **AT&T-13STATE** will offer Virtual Collocation wherein **AT&T-13STATE** 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, a Collocator may opt for Virtual Collocation wherein the Collocator 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-13STATE** 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 the Collocator. In the event the FCC determines that **AT&T-13STATE** may not require a security escort paid for by the Collocator, 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-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access as well as **AT&T-13STATE** provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with **AT&T-13STATE** provided UNEs.

1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with **AT&T-13STATE**.

1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to **AT&T-13STATE** within **AT&T-13STATE**'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-13STATE** within **AT&T-13STATE**'s CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for **AT&T-13STATE** CEVs, huts and cabinets).

1.7 Virtual Collocation provides for Interconnection to **AT&T-13STATE** for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with **AT&T-13STATE** provided Lawful UNEs when the Equipment is Provided by the Collocator.

1.8 Virtual Collocation provides for interconnection between **AT&T-13STATE** and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in **AT&T-13STATE** Central Offices and for interconnection with **AT&T-13STATE** provided Lawful UNEs in **AT&T-13STATE** Central Offices and CEVs, huts and cabinets.

1.9 Virtual Collocation is available at **AT&T-13STATE** wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in **AT&T-13STATE** CEVs, huts and cabinets. Upon request, **AT&T-13STATE** will provide a listing of locations of **AT&T-13STATE**'s CEVs, huts or Cabinets.

1.10 The rate elements provided in this Appendix are required when Collocator 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 the Collocator and **AT&T-13STATE**. 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 A Collocator 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-13STATE**'s Technical Publication https://clec.att.com/clec/.

1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to **AT&T-13STATE** under 47.U.S.C. § 251(c)(2) or accessing **AT&T-13STATE**'s Lawful UNEs under 47.U.S.C. § 251(c) (3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to **AT&T-13STATE**'s network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to **AT&T-13STATE**'s Lawful UNEs "for the provision of a telecommunications service."

1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission

facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. **AT&T-13STATE** is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.

1.10.4 In addition, **AT&T-13STATE** voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the AT&T/Ameritech Merger Conditions. Under the AT&T/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the Collocator premises shall be considered network terminating equipment."

1.10.5 **AT&T-13STATE** does not allow collocation of other Multifunctional Equipment, except that **AT&T-13STATE** will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with **AT&T-13STATE**'s network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to **AT&T-13STATE**'s Lawful UNEs for the provision of a telecommunications service. **AT&T-13STATE** voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if **AT&T-13STATE** and Collocator mutually agree to such collocation.

1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. **AT&T-13STATE** will not allow collocation of stand-alone switching equipment or any enhanced services equipment.

1.10.7 **AT&T-13STATE** voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if **AT&T-13STATE** and Collocator mutually agree to such placement, in **AT&T-13STATE**'s premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), **AT&T-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an **AT&T-13STATE** Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in **AT&T-13STATE** or (2) requested by Collocator and accepted by **AT&T-13STATE** on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket

No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). **AT&T-13STATE**'s agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC AT&T/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

1.10.9 All types of network equipment placed in **AT&T-13STATE** network equipment areas of Eligible Structures by **AT&T-13STATE** or Collocator must meet **AT&T-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) Collocator'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) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **AT&T-13STATE**) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including **AT&T-13STATE** and its contractors when engineering and installing equipment.

1.10.10 In the event that **AT&T-13STATE** denied Collocation of Collocator's equipment, citing Safety Standards, **AT&T-13STATE** will provide within five (5) business days of Collocator's written request to **AT&T-13STATE** representative(s), a list of **AT&T-13STATE** 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-13STATE** 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-13STATE** believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, **AT&T-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to **AT&T-13STATE**'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 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If **AT&T-13STATE** chooses to have its personnel present when the CLEC equipment is installed, then **AT&T-13STATE**'s presence will be at its own expense. However, if **AT&T-13STATE** 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-13STATE**.

1.12 Federal Telecommunications Act of 1996 (the "Act")

1.12.1 **AT&T-13STATE** provides Virtual Collocation for interconnection to **AT&T-13STATE** 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-13STATE**'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-13STATE** or (2) access to **AT&T-13STATE**'s Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at **AT&T-13STATE** wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in **AT&T-13STATE** CEVs, huts and cabinets.

1.12.3 In addition, **the following terms and conditions contained in the AT&T-13STATE's Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix**, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Section 5.1- Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for Interruptions, Section 9.4-Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section 9.7-Alterations, Section 11-Re-entry.

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-13STATE** Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and **AT&T-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **AT&T-13STATE**'s Central Office or Eligible Structure.

2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to **AT&T-13STATE**'s premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of **AT&T-13STATE**'s Central Office or Eligible Structure.

2.3.2 At the time the Collocator requests this arrangement, the Collocator 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-13STATE** shall provide a response to Collocator 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-13STATE**'s facilities. **AT&T-13STATE** shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator'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-13STATE** will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

2.4 **Adjacent Structure** - A Collocator-provided structure placed on **AT&T-13STATE** 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-13STATE** and telecommunications carrier will mutually agree on the location of the designated space on **AT&T-13STATE** premises where the adjacent structure will be placed. **AT&T-13STATE** will not unreasonably withhold agreement as to the site desired by Collocator.

2.5 **Augment** - A request from a Collocator 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 the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by **AT&T-13STATE** or other collocators. **AT&T-13STATE** also may not impose a Custom Work Charge without the Collocator'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 the Collocator and **AT&T-13STATE** is not reached regarding the Custom Work Charge, **AT&T-13STATE** shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to **AT&T-13STATE** 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 a Collocator that has overpaid or the amount due to **AT&T-13STATE** 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-13STATE** shall file the appropriate interconnection agreement amendment. However, **AT&T-13STATE** shall not delay completion of such work during the agreement approval process. **AT&T-13STATE** 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 the Collocator's Physical Collocation arrangement located in **AT&T-13STATE** Eligible Structure.

2.9 **Eligible Structure** - Eligible Structure refers to **AT&T-13STATE**'s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by **AT&T-13STATE** that house its network facilities, and all structures that house **AT&T-13STATE**'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-13STATE** may make a determination that space in an Eligible Structure is legitimately exhausted, **AT&T-13STATE** 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-13STATE**'s response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, **AT&T-13STATE** may reserve space for transport equipment for current year plus two years. Additionally, **AT&T-13STATE** may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of **AT&T-13STATE** or for future use by **AT&T-13STATE** 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-13STATE** may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS)) up to anticipated Collocator 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 the Collocator'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-13STATE**'s network.

3. PROVISIONING

3.1 Virtual Collocation for Interconnection to **AT&T-13STATE** or access to **AT&T-13STATE** provided Lawful UNEs is ordered as set forth in **AT&T-13STATE**'s Interconnector's Collocation Services Handbook at https://clec.att.com/clec/ for Virtual Collocation in 13-STATES. **AT&T-13STATE** 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 Collocator.

3.2 **AT&T-13STATE** 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. COLLOCATOR RESPONSIBILITIES

4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to **AT&T-13STATE**'s Lawful UNEs. The Collocator 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 Collocator-owned and provided equipment,

4.1.5 All training as described in Section 12.4.16.

4.2 The Collocator 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 the Collocator for placement in/on **AT&T-13STATE** property. Suitable replacements are to be immediately provided to **AT&T-13STATE** to restore equipment.

4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to **AT&T-13STATE** 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-13STATE** will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

5.1.1 Placement of Collocator'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, the Collocator can provide forecasted information to **AT&T-13STATE** on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, the Collocator is encouraged to provide **AT&T-13STATE** with a listing of the equipment types that they plan to virtually collocate in **AT&T-**

13STATE's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that **AT&T-13STATE** personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, **AT&T-13STATE** will begin development of the quotation. **AT&T-13STATE** will notify the Collocator 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-13STATE** shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator 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 One Collocator	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 the Collocator 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 A Collocator may obtain a shorter quote interval by scheduling a meeting with **AT&T-13STATE** at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.

6.1.6 Once **AT&T-13STATE** has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator 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 the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator 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-13STATE** will allow the Collocator'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 the Collocator 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 a Collocator 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-13STATE** 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-13STATE** 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-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator 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-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where **AT&T-13STATE** will be installing all or some of the bays. **AT&T-13STATE** considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator'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-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

6.3.2 **AT&T-13STATE** 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 the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-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 The Collocator and **AT&T-13STATE** 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-13STATE** will cooperatively test the collocated equipment and facilities with the Collocator.

6.3.5 **AT&T-13STATE** 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 the Collocator 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 Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator 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 the Collocator's application not specified above must be reviewed by **AT&T-13STATE** to determine whether the revision is major or minor.

6.5 Augments

6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to **AT&T-13STATE** 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-13STATE** will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

7.1 The Collocator will arrange to deliver to **AT&T-13STATE** 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 the Collocator's equipment.

7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.

7.3 **AT&T-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, **AT&T-13STATE** may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to **AT&T-13STATE** Central Offices and **AT&T-13STATE** CEVs, huts and cabinets and are applicable for all repairs performed by **AT&T-13STATE** on the Collocator's facilities and equipment.

8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide **AT&T-13STATE** with the location and identification of the equipment and a detailed description of the trouble.

8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, **AT&T-13STATE** 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 The Collocator will request any and all maintenance by **AT&T-13STATE** on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide **AT&T-13STATE** with the location and identification of the equipment and a detailed description of the maintenance requested.

9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, **AT&T-13STATE** will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, **AT&T-13STATE** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

11. TERMINATION OF VIRTUAL COLLOCATION

11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with **AT&T-13STATE** to remove the Collocator's equipment and facilities from **AT&T-13STATE**'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-13STATE** is not responsible for and will not guarantee the condition of such equipment. The Collocator 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 the Collocator 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-13STATE** shall be responsible for exercising reasonable caution when removing virtually collocated equipment. **AT&T-13STATE** will only be responsible for damage done to such equipment caused by gross negligence on the part of **AT&T-13STATE** or its contractors during the removal process. However, Collocator will indemnify and hold **AT&T-13STATE** harmless for any damage done to virtually collocated equipment if **AT&T-13STATE** permits the Collocator to hire a contractor approved by **AT&T-13STATE** to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by **AT&T-13STATE** and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator 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-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. **AT&T-13STATE** and the Collocator will cooperatively manage the removal process. The Collocator 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-13STATE** instructs the Collocator 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-13STATE 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-13STATE** under section 251(c)(2) and for access to **AT&T-13STATE** provided Lawful UNEs under 251(c)(3), when the Collocator 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-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to **AT&T-13STATE** provided Lawful UNEs under 251(c)(3) in **AT&T-13STATE**'s Central Offices are set forth on Attachment 2 (Rates and Charges for **AT&T-13STATE** Central Offices). Rates and charges specific to Virtual Collocation for access to **AT&T-13STATE** provided Lawful UNEs in **AT&T-13STATE** CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for **AT&T-13STATE** CEVs, huts and cabinets).

12.4 Rate Elements for **AT&T-13STATE** 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-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access, and for

access to **AT&T-13STATE**'s provided Lawful UNEs to be used in conjunction with Virtual Collocation in **AT&T-13STATE**'s Central Offices.

12.4.1 Planning Fee

12.4.1.1 The Planning Fee recovers **AT&T-13STATE** costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for **AT&T-13STATE** 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 Collocator-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 the Collocator'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-13STATE**'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-13STATE** expressed as a monthly rate. **AT&T-13STATE**'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-13STATE** and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, 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 the Collocator or among Collocators, 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-13STATE** 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-13STATE** 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-13STATE** 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-13STATE** 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 2-10 AMP feeds, 2-20 AMP feeds, 2-30 AMP feeds, 2-40 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, **AT&T-13STATE** will cooperatively work with the Collocator 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 the Collocator 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-13STATE**'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-13STATE**'s Digital Cross Connect System (DCS) functionality purchased from the Collocator'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-13STATE**'s Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator'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-13STATE**'s Digital Cross Connect

System (DCS) functionality purchased from the Collocator'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-13STATE**'s Digital System Cross-Connect Frame functionality purchased from the Collocator'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-13STATE**'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-13STATE** provided single signal from **AT&T-13STATE**'s timing source to provide synchronization between a Collocator's single network element and **AT&T-13STATE**'s equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 **AT&T-13STATE** is responsible for determining when training is necessary and how many of **AT&T-13STATE**'s employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. **AT&T-13STATE** will be limited to request training for four (4) of **AT&T-13STATE**'s personnel per location, unless a different number is mutually agreed upon by **AT&T-13STATE** and Collocator.

12.4.16.2 The Collocator may have **AT&T-13STATE** arrange for the required training of **AT&T-13STATE**'s personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

12.4.16.3 If **AT&T-13STATE** chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator 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-13STATE** employee training.

12.4.16.3.3 arrange and pay all costs associated with **AT&T-13STATE** 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-13STATE** employee training.

12.4.16.4 **AT&T-13STATE** will work cooperatively with the Collocator to schedule **AT&T-13STATE**'s personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for **AT&T-13STATE**'s personnel time required to coordinate training activities with the Collocator. The Collocator 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 the Collocator.

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-13STATE** to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. 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-13STATE** to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

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-13STATE** to the Collocator for evaluating the Collocator'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-13STATE** to the Collocator for cooperative assisting the Collocator'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-13STATE**'s CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to **AT&T-13STATE**'s provided Lawful UNEs in **AT&T-13STATE**'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 the Collocator-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 the Collocator provided facility in, on, under/over or through the ground between **AT&T-13STATE** CEV, hut, or Cabinet and the Collocator 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 the Collocator 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-13STATE** 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

Collocator-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 the Collocator maintains and repairs the virtually collocated equipment.

13.2 For purposes of virtually collocating equipment, **AT&T-13STATE** 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 the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to **AT&T-13STATE** and other Collocators.

13.3 After Collocator has been provided with written notification by **AT&T-13STATE** 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, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, **AT&T-13STATE** shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, **AT&T-13STATE** shall not prevent the Collocator from entering the Eligible Structure. If **AT&T-13STATE** does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, **AT&T-13STATE** shall deliver the requested documents to Collocator immediately upon locating same.

13.4 **AT&T-13STATE** will provide a security escort with the Collocator paying the expense for the escort. **AT&T-13STATE** 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-13STATE** may not require a security escort paid for by the Collocator, 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-13STATE** 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, Collocator must provide **AT&T-13STATE** with reasonable notice of the entry. Notice will be provided to **AT&T-13STATE**'s Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to **AT&T-13STATE**'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 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of **AT&T-13STATE** 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-13STATE** or other Collocators in jeopardy.

13.7 **AT&T-13STATE** 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-13STATE** shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **AT&T-13STATE**'s equipment suppliers with equivalent access.

13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF THE COLLOCATOR

14.1 Indemnification of **AT&T-13STATE** Indemnification is governed by the General Terms and Conditions of this Agreement.

14.2 Insurance - Except as otherwise provided herein, Insurance will be governed by the General Terms and Conditions of this Agreement.

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of Collocator

15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of **AT&T-13STATE**'s security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that **AT&T-13STATE**'s own employees and authorized contractors must undergo. **AT&T-13STATE** will not, however, require Collocator to receive security training from **AT&T-13STATE**, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in **AT&T-13STATE**'s Interconnector's Collocation Services Handbook at https://clec.att.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 the Collocator 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-13STATE**'s Offices

16.1.1 This security escort charge consists of the charges for **AT&T-13STATE** provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. 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-13STATE**'s CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for **AT&T-13STATE** provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. 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

16.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing CLEC collocation arrangements, including those established before the Effective Date of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall 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 before the Effective Date.

17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an **AT&T-13STATE** 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 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and **AT&T-13STATE** Main Distribution Frame (MDF) or its equivalent by **AT&T-13STATE** Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, **AT&T-13STATE** will install and stencil termination blocks or panels at **AT&T-13STATE** Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's **AT&T-13STATE** Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's **AT&T-13STATE** Approved Vendor must obtain an approved Method Procedure (MOP) from **AT&T-13STATE** and follow **AT&T-13STATE**'s Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and **AT&T-13STATE**'s Battery Distribution Fuse Bay (BDFB) by **AT&T-13STATE** Approved Power Installation Vendor. When **AT&T-13STATE** designated power termination point is at the Power Plant Primary Distribution, the Collocator's **AT&T-13STATE** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 The Collocator must contact **AT&T-13STATE** project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to **AT&T-13STATE** Power Plant Primary Distribution, which will be performed by **AT&T-13STATE**. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator 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. The Collocator's **AT&T-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **AT&T-13STATE** and follow **AT&T-13STATE**'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-13STATE** Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 **AT&T-13STATE** 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-13STATE**. **AT&T-13STATE** will notify Collocator 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 a Collocator's accurate and complete Virtual Collocation Application. If **AT&T-13STATE** determines that Collocator's Virtual Collocation Application is unacceptable, **AT&T-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **AT&T-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator 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 the Collocator installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which **AT&T-13STATE** shall construct and turnover to the Collocator's **AT&T-13STATE** Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date **AT&T-13STATE** receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide **AT&T-13STATE**, 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-13STATE** has received such

response and payment. If the Collocator has not provided **AT&T-13STATE** such response and payment by the twelfth (12th) calendar day after the date **AT&T-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until **AT&T-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by **AT&T-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator 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 the Collocator by **AT&T-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **AT&T-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Collocator 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 the Collocator 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-13STATE** from a Collocator 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-13STATE**.

17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by **AT&T-13STATE** 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-13STATE** prior to the space being turned over to the Collocator's **AT&T-13STATE** Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's **AT&T-13STATE** Approved Vendor by **AT&T-13STATE**.

17.3.3 Cable Augments

17.3.3.1 For the following interconnection cabling Augments, the Collocator 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-13STATE** 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 Collocator, 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 the Collocator by **AT&T-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by **AT&T-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator 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 the Collocator 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-13STATE** from a Collocator 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 a Collocator 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-13STATE** will work cooperatively with Collocator to negotiate a 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-13STATE**'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-13STATE** Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When the Collocator selects the option to install the power cable by **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** 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 the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** 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.

SCHEDULE 27.1
APPENDIX: RECORDING
(Recording, Message Processing and Provision Of Interexchange Carrier Transported Message Detail Attachment)

27.1.1 Introduction

27.1.1.1 This Appendix sets forth the terms and conditions under which **AT&T 4-STATE** will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II;** Exhibits I and II are part of this Appendix by reference.

27.1.2 Definitions

27.1.2.1 **"Access Usage Record (AUR)"** - a message record which contains the usage measurement reflecting the service feature group, CIC code, from and to numbers and duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

27.1.2.2 **"Assembly and Editing"** - the aggregation of recorded 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.

27.1.2.3 **"Billing Company"** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

27.1.2.4 "**Billable Message**" - a message record containing details of a completed IXC transported call which is used to bill an end user.

27.1.2.5 **"Centralized Message Distribution System (CMDS)"** - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between **AT&T 4-STATE** and the Billing Company.

27.1.2.6 "**Data Transmission**" - the forwarding by **AT&T 4-STATE** of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

27.1.2.7 **"Exchange Message Record (EMR)"** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.

27.1.2.8 **"Interexchange Carrier (IXC)"** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

27.1.2.9 **"Interexchange Carrier Transported**" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

27.1.2.10 "**Local Access and Transport Area (LATA)" -** service areas defined in FCC Docket 78-72.

27.1.2.11 "**Message Processing" -** the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User 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.

27.1.2.12 "**Originating Local Exchange Carrier Company" -** the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

27.1.2.13 **"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 CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **AT&T 4-STATE's** internal network or national CMDS.

27.1.2.14 **"Record" -** a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

27.1.2.15 **"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.

27.1.2.16 **"Service Switching Point (SSP)" -** a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

27.1.2.17 **"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.

27.1.2.18 **"Switching Control Point (SCP)" -** the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

27.1.2.19 **"800 SCP Carrier Access Usage Summary Record (SCP Record)" -** a summary record which contains information concerning the quantity and types of queries launched to a **AT&T 4-STATE** SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Exhibit II pertaining to the production and forwarding of AUR data.

27.1.2.20 "**Terminating Local Exchange Carrier Company**" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

27.1.3 Responsibilities Of The Parties

27.1.3.1 **AT&T 4-STATE** will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to **AT&T 4-STATE** provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **AT&T 4-STATE**-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **AT&T 4-STATE**.

27.1.3.2 **AT&T 4-STATE** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages. .

27.1.3.3 **AT&T 4-STATE** will provide access usage records that are generated by **AT&T 4-STATE**.

27.1.3.4 Assembly and editing will be performed on all IXC transported messages recorded by **AT&T MIDWEST REGION 4-STATE**, during the billing period established by **AT&T 4-STATE** and selected by CLEC.

27.1.3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by AT&T 4-STATE and provided to CLEC.

27.1.3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

27.1.3.7 AT&T 4-STATE will provide message detail to CLEC 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.

27.1.3.8 In **Exhibit II**, CLEC 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 4-STATE reserves the right to limit the frequency of transmission to existing AT&T 4-STATE processing and work schedules, holidays, etc.

27.1.3.9 AT&T 4-STATE will determine the number data files required to provide the access usage record detail to CLEC.

27.1.3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of AT&T 4-STATE will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T 4-STATE.

27.1.3.11 When AT&T 4-STATE receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, AT&T 4-STATE will forward those messages to CLEC.

27.1.3.12 AT&T 4-STATE will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

27.1.4 <u>Basis Of Compensation</u>

27.1.4.1 The Parties agree that the provision of records by AT&T 4-STATE /CLEC shall be at no charge to either party and shall otherwise be conducted according to the guidelines and specifications contained in the most current Multiple Exchange Carrier Access Billing (MECAB) document published as effective by OBF.

27.1.5 <u>Liability</u>

27.1.5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

27.1.5.2 When AT&T 4-STATE is notified that, due to error or omission, incomplete data has been provided to CLEC, AT&T 4-STATE will make reasonable efforts to locate and/or recover the data and provide it to CLEC 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 CLEC. If written notification is not received within sixty (60) calendar days, AT&T 4-STATE shall have no further obligation to recover the data and shall have no further liability to CLEC.

27.1.5.3 If, despite timely notification by CLEC, message detail is lost and unrecoverable as a direct result of AT&T 4-STATE 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 4-STATE will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, AT&T 4-STATE's liability to CLEC shall be limited to one (1)

of the following two (2) alternatives from which CLEC may choose: 1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail, or 2) a direct reimbursement for such amount of estimated net lost revenue.

27.1.5.4 AT&T 4-STATE will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by AT&T 4-STATE.

27.1.5.5 AT&T 4-STATE makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, AT&T 4-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

EXHIBIT I
SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

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 CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to CLEC.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for CLEC. 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 AURs and forwards the AUR records to CLEC.

Option #5: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

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 CLEC 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 AURs and forwards AUR records to CLEC.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

Option #12: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

Option #13: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

Option #14: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

Option #15: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

MESSAGE PROVISIONING

Option #16: The Recording Company will forward all IXC transported message detail records or access usage records to CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through AT&T 4-STATE'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:

Check One:

___ Daily (Full Status RAO Companies will receive billable messages daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AMENDMENT NO. 2

TO INTERCONNECTION AGREEMENT

By and Between

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

AND

ACCESS ONE, INC.

The Interconnection Agreement ("the Agreement") by and between AT&T 4-STATE ("AT&T") and Access One, Inc. ("CLEC") is hereby amended as follows:

(1) Delete from the Pricing Schedule the following non-recurring Space License Pricing rate elements charged by CLEC to AT&T:

Installation per DS1 Trunk Group, Service Order Charge per Order, and Engineering Charge per DS1 Trunk Group.

(2) Section 4.3.1.1 of Article IV: Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2), is added as follows:

4.3.1.1 The Parties agree that non-recurring charges associated with Local Interconnection ASR ordering and provisioning requests for Local only trunks, Combined Local/IntraLATA trunks and InterLATA Meet Point trunks shall not apply. AT&T will not charge CLEC for the Administration Charge, per ASR; the Order Processing Charge, per ASR; the Design and Central Office Connection Charge, per Circuit; and the Carrier Connection Charge per Termination, and CLEC will not charge AT&T for the Service Order Charge per Order, the charge for the Installation per DS1 Trunk Group, and the Engineering Charge per DS1 Trunk Group.

(3) Section 3.4.2.4 of Article III: Interconnection Pursuant to Section 251(c)(2), is deleted and replaced by the following language:

3.4.2.4 AT&T must Interconnect with CLEC at a DS1 bandwidth. CLEC may allow Interconnection at other bandwidths where technically feasible and mutually agreed to by the Parties. DS1 Collocation Termination charges apply for the use of space provided for terminating Local Traffic and IntraLATA Toll Traffic as specified in the Pricing Schedule. The DS1 Collocation Termination monthly recurring and non-recurring charges apply per terminated DS1 at the AT&T POI at each CLEC Switch Center or POI in the LATA. CLEC will apply the DS1 Collocation Termination charges based on the total aggregate number of terminated DS1s at the AT&T POI regardless of the number of CLEC switches that AT&T interconnects with at the CLEC Switch Center or POI in the LATA. If the facility is terminated to CLEC at a DS3 level, AT&T will incur 28 DS1 Collocation Termination charges and must purchase DS3 to DS1 multiplexing from CLEC. CLEC may, at its option, waive the DS3 to DS1 multiplexing charges.

(4) 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.

(5) This Amendment shall be filed with and is subject to approval by the State Commission in Indiana, Michigan, Ohio, and Wisconsin, but shall become effective fifteen (15) days after execution by both Parties.

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(7) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its 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 but not limited to its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated in 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); the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

AMENDMENT NO. 1

TO INTERCONNECTION AGREEMENT

By and Between

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

AND

ACCESS ONE, INC.

The Interconnection Agreement, effective January 1, 2004 ("the Agreement") by and between "**AT&T MIDWEST REGION 4-STATE**" - As used herein, **AT&T MIDWEST REGION 4-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
and Access One, Inc. ("CLEC") is hereby amended as follows:

(1) Article XXVII, Billing, is amended to hereby add the following Sections 27.2.3.6 and 27.2.3.7:

27.2.3.6 Where the billing Party identifies credits owed to the billed Party as a result of a billing error, the billing Party must disclose the credit amount owed to the billed Party within ten (10) business days of when the credit amount is calculated and apply a credit for charges incurred by the billed Party in the second bill issued after such calculation. Calculations for such credit adjustments will be consistent with the "backbilling" terms identified in Sections 27.2.3 through 27.2.3.5 above. In addition, if the cause of such credits continues to exist after the date the first such credit is applied, the billing Party shall also provide credits prospectively to adjust for such cause until the cause of such credits is removed and corrected. These prospective credits must be made within two billing cycles after each bill containing billing errors is issued.

27.2.3.7 Backbilling must be performed consistent with the terms and conditions of the interconnection agreement effective at the time the backbill is rendered.

(2) 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.

(3) This Amendment shall be filed with and is subject to approval by the Commission in Indiana, Michigan, Ohio, and Wisconsin, and shall become effective upon approval by the Commissions.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(5) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its 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 but not limited to its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated in 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); the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
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

AND

ACCESS ONE, INC.

This Amendment entered into by and between AT&T Operations, Inc. on behalf of and as agent for Indiana Bell Telephone Company 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 ("AT&T 4-STATE") and Access One, Inc. and any of its current and future Affiliates or subsidiaries which are a Certified Local Exchange Carrier ("Access One") in the state of Indiana, Michigan, Ohio, and Wisconsin. AT&T 4-STATE and Access One may be referred to individually as "Party," or collectively as the "Parties." Affiliate shall have the meaning as set forth in the Act.

WHEREAS, AT&T 4-STATE and Access One entered into an interconnection agreement, as amended, pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") and approved by the public utilities commission in the appropriate state (referred to as " Agreement").

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

WHEREAS, by its *TRO*, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, AT&T 4-STATE is no longer legally obligated to provide those network elements on an unbundled basis to Access One under federal law; and

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

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

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

WHEREAS, based on the specific intercarrier compensation, interconnection, collocation, and other provisions in Access One's Agreement, the Parties agree to amend the Agreement to extend the applicable term(s) of such Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreement set forth in the Agreement and in this Amendment, the Agreement is hereby amended as follows:

1.0 Scope of Agreement and Lock In

1.1 The Whereas clauses contained herein are hereby incorporated into this Amendment.

1.2 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the Agreement.

1.3 The Parties intend that the Agreement, as amended by this Amendment, should govern their business relationship for the specified term(s), subject only to the terms and conditions in such Agreement, as amended by this Amendment, including, but not limited to, the expiration and termination provisions set forth herein. Accordingly, Access One hereby waives its section 252(i) MFN rights for the remaining term of the Agreement, as amended by this Amendment.

2.0 Effective Date and Term

2.1 The Term Sections or similar provisions of the General Terms and Conditions in the Agreement are hereby deleted in their entirety and replaced with the following:

2.1.1 This Agreement, as amended by this Amendment, will be extended for a period of twenty-four (24) months from the Amendment Effective Date unless terminated earlier upon the effective date of a written and signed agreement between the parties that this Agreement is terminated. Absent the receipt by one Party of written notice from the other Party not earlier than one hundred eighty (180) calendar days prior to the expiration of the term to the effect that such Party does not intend to extend the Agreement ("Notice of Expiration"), this Agreement, as amended by this Amendment, shall remain in full force and effect, on a month-to-month basis, on and after the expiration of the term until terminated by either Party upon written notice.

2.1.2 If either Party serves Notice of Expiration pursuant to Section 2.1.1 above, Access One shall have twenty (20) calendar days to provide AT&T 4-STATE written confirmation if Access One wishes to pursue a successor agreement with AT&T 4-STATE or alternatively, if Access One wishes to allow the current Agreement to expire. If Access One wishes to pursue a

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

successor agreement with AT&T 4-STATE, Access One shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with AT&T 4-STATE under Sections 251/252 of the Act. Upon receipt of Access One's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

2.1.3 If Access One does not affirmatively state that it wishes to pursue a successor agreement with AT&T 4-STATE in its, as applicable, Notice of Expiration or the written confirmation required after receipt of AT&T 4-STATE's Notice of Expiration, then the rates, terms and conditions of this Agreement, as amended by this Amendment, shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date Access One provided or received Notice of Expiration. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following Access One provided or received Notice of Expiration, the Parties shall have no further obligations under this Agreement except those described in Survival of Obligations Section of the General Terms and Conditions.

2.1.4 The terms and conditions and rates and charges contained herein will continue to apply until the earlier of (i) termination by either Party under the terms of this Agreement, as amended by this Amendment; (ii) the date a successor agreement becomes effective, or (iii) the date that is ten (10) months after the date on which AT&T 4-STATE received Access One's Section 252(a)(1) request, unless an arbitration petition has been filed by either Party, in which case (ii) applies.

2.2 Except as expressly set forth herein, nothing in this Amendment is intended to affect a Party's termination rights under the Agreement including, without limitation, the right to terminate for breach or failure to pay.

3.0 TRO-Declassified Elements

AT&T 4-STATE is not required to provide to Access One any of the following items either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, but only to the extent AT&T 4-STATE is relieved of its obligations under the terms of the TRO:

(i) entrance facilities;

(ii) DSO or OCn level dedicated transport;

(iii) "enterprise" market (DS1 and above) local circuit switching (defined as (a) all line-side and trunk-side facilities as defined in the *TRO*, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (b) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions);

(iv) OCn loops;

(v) the feeder portion of the loop;

(vi) line sharing;

(vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;

(viii) shared transport and SS7 signaling to the extent not provided in conjunction with unbundled local switching;

(ix) packet switching, including routers and DSLAMs;

(x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; and

(xi) fiber-to-the-home loops and fiber-to-the-curb loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that AT&T 4-STATE has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case AT&T 4-STATE will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

The above-listed items are referred to in this Amendment as "TRO-Declassified Elements."

4.0 Combination and Commingling of Network Elements – TRO Clarifications

4.1 As conditions to accessing and using any UNE (whether on a stand-alone basis or in combination with other UNEs, with a network element possessed by Access One, or pursuant to Commingling), Access One must be a Telecommunications Carrier (Section 251(c)(3)), and must use the UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Access One hereby represents and warrants that it is a telecommunications carrier and that it will notify AT&T 4-STATE immediately in writing if it ceases to be a telecommunications carrier. Failure to so notify AT&T 4-STATE shall constitute a material breach of this Agreement.

4.2 At the request of Access One, AT&T 4-STATE shall provide Unbundled Network Elements to Access One in a manner that allows Access One to combine those UNEs to provide a Telecommunications Service. Except as provided in this Agreement, including this Amendment, AT&T 4-STATE shall provide access to UNEs without regard to whether Access One seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.

4.3 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that Access One has obtained at wholesale from AT&T 4-STATE, or the combining of a UNE, or combination of UNEs, with one or more such facilities or services. "Commingle" means the act of Commingling.

4.4 Subject to the other provisions of this Agreement, including this Amendment, AT&T 4-STATE shall permit Access One to Commingle a UNE or a UNE combination with one or more facilities or services that Access One has obtained at wholesale from AT&T 4-STATE. In addition, upon request, subject to the other provisions of this Agreement, including this Amendment, AT&T 4-STATE shall perform the functions necessary to Commingle a UNE or a UNE combination with one or more facilities or services that Access One has obtained at wholesale from AT&T 4-STATE. Therefore, subject to the other provisions of this Agreement, including this Amendment, (i) Access One may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T 4-STATE (*e.g.*, switched and special access services offered pursuant to tariff), and (ii) AT&T 4-STATE shall not deny access to UNEs and combinations of UNEs on the grounds that such UNEs are connected to, linked to, or combined with wholesale services obtained from AT&T 4-STATE. Notwithstanding anything to the contrary in this Amendment, AT&T 4-STATE shall have no obligation to perform the functions necessary to combine (or to complete the actual combining) or Commingle (or to complete the actual Commingling) if (i) it is not technically feasible or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to interconnect with AT&T 4-STATE's network.

4.5 AT&T 4-STATE shall not be required to, and shall not, provide "ratcheting"[2] as a result of a Commingled Arrangement. AT&T 4-STATE shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale from AT&T 4-STATE (including for example special access services) on an element-by-element basis and such facilities and services on a facility-by-facility, service-by-service basis.

4.6 In accordance with and subject to the provisions of this Amendment, any request by Access One for AT&T 4-STATE to perform the functions necessary to Commingle (as well as requests where Access One also wants AT&T 4-STATE to complete the actual Commingling), shall be made by Access One in accordance with this Amendment.

4.6.1 AT&T 4-STATE has developed the following list of Commingled Arrangements that are available for ordering on a non-BFR basis by Access One, which list is posted on "CLEC On-line."

- UNE DS1 loop connected to a muxed DS3 special access facility;
- UNE DS1 transport connected to a muxed DS3 special access facility; and
- UNE DS3 transport connected to a non-concatenated channelized (special access higher facility);and
- UNE DS1 loop connected to a dedicated DS1 transport special access facility.

4.6.2 As other Commingling Arrangements become developed and tested by AT&T 4-STATE, AT&T 4-STATE may add such Arrangements to the list on "Access One On-line" that are available without submitting a BFR and Access One may order such arrangements under this Agreement, as amended by this Amendment. For any Commingled arrangement, AT&T 4-STATE shall charge Access One the rates and charges applicable to the Section 251 UNE(s) or those applicable to the facilities or services that Access One has obtained

[2] "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.

at wholesale from AT&T 4-STATE as well as other applicable rates (e.g. service order charge, record change charge).

4.6.3 Any Access One request for a Commingled Arrangement not found on the above list of Commingled Arrangements and not listed on the "Access One-On-line," must be submitted via the bona fide request (BFR) process. In any such BFR, Access One must designate among other things the UNE(s), combination of UNEs, and the facilities or services that Access One has obtained at wholesale from AT&T 4-STATE sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them. For such BFR, Access One shall be charged a reasonable fee for any Commingling work done by AT&T 4-STATE under this Section 4.6.3 (including performing the actual Commingling) in addition to other applicable charges. Such fee shall be calculated using the Time and Material charges as reflected in the Appendix Pricing. AT&T 4-STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling.

4.6.4 As stated in Sections 4.3 and 4.4 above, a Commingled Arrangement must contain at least one Section 251(c)(3) unbundled network element. If a Commingled Arrangement ceases to have at least one Section 251(c)(3) network element it will no longer be considered a Commingled Arrangement. For purposes of this Section 4.6.4, TRO-Declassified Elements and TRO Remand-Declassified Elements, after completion of the applicable transition period, will no longer be considered Section 251(c)(3) unbundled network elements. If Access One does not meet or for any reason stops meeting the applicable criteria set forth in Section 4 and/or the Mandatory Eligibility Criteria in Section 6, Access One shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

4.6.5 Access One and AT&T 4-STATE disagree on whether a Section 271 network element may be included in a Commingled Arrangement that also includes a Section 251(c)(3) UNE. AT&T 4-STATE believes that it is not required to include Section 271 network elements in any Commingled Arrangement, even those that include one or more Section 251(c)(3) UNEs. In contrast, Access One believes that as long as a Commingled Arrangement includes one or more Section 251(c)(3) UNEs, AT&T 4-STATE must commingle Section 271 elements with such UNE(s) if requested by Access One. Without waiving any rights and without prejudice to any position Access One may take in a subsequent proceeding, for purposes of this Amendment, Access One agrees that it will not order, and AT&T 4-STATE shall not be required to provision, Commingled Arrangements that include one or more Section 271 network elements. AT&T 4-STATE agrees that Access One's agreement in this section shall not constitute a precedent that can be used against Access One in any proceeding except a proceeding to clarify and/or interpret this Agreement, including this Amendment.

4.6.6 Except upon request, AT&T 4-STATE shall not separate requested UNEs that it currently combines. Except upon request, AT&T 4-STATE shall not separate UNEs from other facilities or services that it currently commingles unless required by other provisions of the Agreement, including this Amendment.

5.0 Conversion of Wholesale Services to UNEs – TRO Clarifications

5.1 Upon request, and subject to the criteria set forth in Section 4 and the applicable Mandatory Eligibility Criteria set forth in Section 6, AT&T 4-STATE shall convert a wholesale service, or group of wholesale services to the equivalent UNE, or combination of UNEs that is available to Access One under terms and conditions set forth in this Agreement, including this Amendment.

5.2 AT&T 4-STATE shall not impose 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 a group of wholesale services and a UNE or combination of UNEs. AT&T 4-STATE shall provide Access One with the requested conversions with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T 4-STATE shall accomplish such conversions to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T 4-STATE shall coordinate it with Access One's representatives to accomplish this goal.

5.3 Access One will issue the appropriate orders to convert wholesale services or a group of wholesale services to UNEs or combinations of UNEs unless the Parties mutually agree to handle such conversion(s) on a project basis. Applicable charges for UNEs or combinations of UNEs set forth in the Pricing Schedule, of the Agreement shall apply when the order is completed.

5.4 If it is determined through an audit and/or dispute resolution process under this Agreement, or Access One otherwise agrees, that Access One does not meet or for any reason stops meeting the criteria set forth in Section 4 and the applicable Mandatory Eligibility Criteria in Section 6 for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, Access One shall not request such conversion or continue using such the UNE or UNEs that result from such conversion. If pursuant to the preceding sentence, Access One fails to meet (including ceases to meet) the eligibility criteria applicable to a UNE or combination of UNEs, or Commingled Arrangement (as defined herein), AT&T 4-STATE may convert the UNE or UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to Access One.

5.4.1 This Section 5.4 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an AT&T 4-STATE service.

5.4.2 AT&T 4-STATE may exercise its audit rights provided for hereunder in auditing compliance with any applicable eligibility criteria.

5.4.3 Nothing contained in this Amendment provides Access One with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects AT&T 4-STATE's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

6.0 Mandatory Eligibility Criteria –TRO Clarifications

6.1 An Enhanced Extended Loop or "EEL" means a UNE combination consisting of an unbundled loop(s) and unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities).

6.2 AT&T 4-STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless Access One certifies that all of the following conditions (hereinafter the "Mandatory Eligibility Criteria") are met with respect to the arrangement being sought:

6.2.1 Access One (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.

6.2.2 Pursuant to Rule 51.318, the following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

6.2.2.1 Each circuit to be provided to each customer will be assigned a local telephone number prior to the provision of service over that circuit; and

6.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, 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

6.2.2.3 Each circuit to be provided to each customer will have 911 or E911 capability prior to the provision of service over that circuit; and

6.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 6.3 of this Amendment; and

6.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 6.4 of this Amendment; and

6.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, Access One will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.4 of this Amendment; and

6.2.2.7 Each circuit to be provided to each customer will be served by a switch capable of providing local voice traffic.

6.3 A collocation arrangement meets the requirements of Section 6 of this Amendment if it is:

6.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T 4-STATE's premises within the same LATA as the End User's premises, when AT&T 4-STATE is not the collocator; or

6.3.2 Located at a third party's premises within the same LATA as the End User's premises, when AT&T 4-STATE is the collocator.

6.4 An interconnection trunk meets the requirements of Sections 6.2.2.5 and 6.2.2.6 of this Amendment if Access One will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.

6.5 AT&T 4-STATE makes forms available for the certifications required by this Section 6. Access One prefers an alternative method of certification; accordingly, Access One agrees to submit a letter, in the form attached hereto as Exhibit 1, dated as of the execution date of this Amendment from an Officer of Access One to the Vice President of SBC Account Management, certifying that Access One has implemented procedures such that Access One certifies that any and all orders it submits, for high capacity EELs, will meet the Mandatory Eligibility Criteria set forth in Section 6.2 on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification shall have the same weight and effect as a separate certification, and such certification shall not diminish Access One's obligation to comply with the criteria or certification requirements set forth in this Section 6.

6.5.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), Access One shall update such certification promptly with AT&T 4-STATE.

6.6 In addition to any other audit rights provided for in the Agreement and those allowed by law, AT&T 4-STATE may obtain and pay for an independent auditor to audit Access One, on an annual basis, applied on a State-by-State basis, for compliance with this Section 6. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon AT&T 4-STATE's written notice that an audit will be performed for that State, subject to Section 6.6.4 of this Section.

6.6.1 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 Access One's compliance with the qualifying service eligibility criteria.

6.6.2 The independent auditor's report will conclude whether Access One complied in all material respects with this Section 6.

6.6.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

6.6.4 To the extent the independent auditor's report concludes that Access One failed to comply with this Section 6, Access One must true-up any difference in payments beginning from the date that the non-compliant circuit did not meet the criteria in Section 6. In addition, Access One must promptly convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, and Access One 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 4-STATE. If Access One fails to promptly convert the UNE or UNE combination or Commingled Arrangement, AT&T 4-STATE may initiate and affect such conversion on its own.

6.6.4.1 To the extent that the independent auditor's report concludes that Access One failed to comply in all material respects with this Section 6, Access One must reimburse AT&T 4-STATE for the cost of the independent auditor.

6.6.4.2 To the extent the independent auditor's report concludes that the Access One complied in all material respects with this Section 6, AT&T 4-STATE must reimburse Access One for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

6.6.5 Access One will maintain the appropriate documentation to support its eligibility certifications, pursuant to Section 6.2.

6.7 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, Access One shall fully comply with this Section 6 in all cases and, further, the failure of AT&T 4-STATE to require such compliance, including if AT&T 4-STATE provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 6, 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.

7.0 Routine Network Modifications – TRO Clarifications

7.1 AT&T 4-STATE shall make all routine network modifications, as defined by 47 CFR §§319(a)(8) and 319(e)(5), to unbundled loop and transport facilities used by Access One where the requested loop or transport facility has already been constructed. AT&T 4-STATE shall perform routine network modifications to unbundled loop or transport facilities in a nondiscriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

7.2 A routine network modification is an activity that AT&T 4-STATE regularly undertakes for its own customers. Routine network modifications include, rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T 4-STATE ordinarily attaches to activate such a loops to activate for its own retail customers under the same conditions and in the same manner that AT&T 4-STATE does for its own retail customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing

equipment casings. AT&T 4-STATE will place drops in the same manner as it does for its own customers.

7.3 Routine network modifications do not include constructing new loops; installing new cable; securing permits or, rights-of-way; constructing and/or placing new manholes, or conduits; or installing new terminals. AT&T 4-STATE is not obligated to perform those activities for a requesting telecommunications carrier.

7.4 AT&T 4-STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T 4-STATE's retail customers.

7.5 AT&T 4-STATE will impose only non-recurring charges for Routine Network Modifications and only in instances where costs relating to such Routine Network Modifications are not already recovered through existing, applicable recurring and non-recurring rates or charges. Charges for Routine Network Modifications shall include non-recurring direct time and material costs of each modification, plus overhead allocation consistent with that applicable to UNEs. Prior to beginning work on any Routine Network Modification, AT&T 4-STATE shall notify Access One, in writing, of the need for such a modification. If a Routine Network Modification is subject to additional charges, Access One will be given the option of either canceling the order or requesting a price quote for the required Routine Network Modification. If Access One requests a price quote, AT&T 4-STATE will not proceed with the Routine Network Modification before receiving an affirmative written response from Access One. Upon accepting the price quote, Access One shall be required to pay for the Routine Network Modification, if the order is subsequently cancelled; provided, however, that no charges shall apply if Access One cancels its order prior to AT&T 4-STATE beginning such modification. ICB rates shall apply to Routine Network Modifications unless and until the Parties negotiate specific rates for such Routine Network Modifications or until specific rates are otherwise established for such Routine Network Modifications through applicable state commission proceedings.

8.0 Access to Local Loop

8.1 Subject to Section 8.2 below, AT&T 4-STATE is prohibited from engineering the transmission capabilities of their loops in a way that would disrupt or degrade the local loop UNEs (either hybrid loops or stand-alone copper loops) provided to Access One. AT&T 4-STATE shall not engage in any policy, practice, or procedure, that disrupts or degrades access to the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which Access One may obtain or has obtained access pursuant to this Agreement, including this Amendment, provided, however, that nothing herein shall obligate AT&T 4-STATE to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.

8.2 Notwithstanding anything to the contrary in the Agreement, as amended hereby, nothing herein shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, 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").

8.3 "Hybrid Loops." AT&T 4-STATE will provide Access One with access to hybrid loops in accordance with 47 C.F.R. §51.319(a)(2). A Hybrid Loop is a local loop composed of both fiber optic cable usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

8.3.1 Packet switching facilities, features, functions, and capabilities. AT&T 4-STATE is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

8.3.2 Broadband services. When Access One seeks access to a hybrid loop for the provision of broadband services, AT&T 4-STATE shall provide Access One with nondiscriminatory access to the time division multiplexing-based (TDM based) features, functions, and capabilities of that hybrid loop including DS1 or DS3 capacity (where impairment has been found to exist) regardless of the type of loop architecture (e.g., NGDLC, UDLC, IDLC) on an unbundled basis to establish a complete transmission path between the AT&T 4-STATE central office and an end user customer premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.

8.3.3 Narrowband services. For narrowband access, AT&T 4-STATE shall provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service (*i.e.*, equivalent to DS0 capacity), using time division multiplexing technology; or to a spare home-run copper loop serving that customer on an unbundled basis.

9.0 TRO Remand-Declassified Elements (Mass Market Unbundled Local Switching and UNE-P) and Transition Period

9.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the *TRO Remand Order*, effective March 11, 2005, Access One is not permitted to obtain new Mass Market ULS, either alone or in combination (as in with "UNE-P") at UNE rates. Accordingly, pursuant to Rule 51.319(d)(2)(iii), although AT&T 4-STATE shall continue to provide access to Mass Market ULS or Mass Market UNE-P to Access One for Access One to serve its embedded base of end-user customers for the transition period specified in Section 9.2 below, beginning on March 11, 2005, the price for Mass Market ULS and UNE-P shall be the higher of (A) the rate at which Access One obtained such Mass Market ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable State Commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS and UNE-P, plus one dollar.[3] For purposes of this

[3] To the extent that the State Commission order raises some rates and lowers others for the aggregate combination of loops, shared transport, and switching (i.e. UNE-P), [AT&T 4-STATE] may adopt either all or none of these UNE platform rate changes.

Amendment, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.) Access One shall be fully liable to AT&T 4-STATE to pay such pricing under this Amendment, including applicable terms and conditions governing failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement. AT&T 4-STATE's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 9 shall be on an "as is" basis, except that Access One 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. Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P , and subject to this Section 9, AT&T 4-STATE shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, and only to the extent the features are "loaded" and "activated" in the switch.

9.1.1 For purposes of this Amendment, the term "embedded base" shall mean Mass Market ULS or Mass Market UNE-P ordered by Access One from AT&T 4-STATE prior to March 11, 2005, except in states where the applicable public utilities commission has in a final order of general applicability interpreted the meaning of "embedded base" differently. Subject to its rights under Section 12.6, AT&T 4-STATE shall comply with such final orders.

9.2 In order to complete the transition of Access One's embedded base of Mass Market ULS and Mass Market UNE-P arrangements by March 11, 2006, Access One will begin issuing the appropriate orders to either disconnect such arrangements or convert to an alternative service arrangement (such as a Total Services Resale (TSR)) beginning no later than January 3, 2006 in accordance with the applicable procedures outlined in SBC's Access One Handbook. For those Access One Mass Market ULS/UNE-P embedded base lines remaining in place on January 3, 2006, Access One must issue orders to either disconnect those lines or convert those lines to an alternative service arrangement in accordance with the applicable procedures outlined in SBC's Access One Handbook. Access One must complete such disconnects or conversions on an evenly-distributed daily basis between January 3, 2006 and March 3, 2006. For example, but not by way of limitation, if Access One has 60 Mass Market ULS/UNE-P lines in place on January 3, 2006, Access One must submit orders with the requisite due dates such that AT&T 4-STATE is able to complete the disconnection or conversion to an alternative service arrangement of one Access One embedded base line per day beginning January 3, 2006 and continuing through March 3, 2006.

9.2.1 To the extent any Access One embedded base Mass Market ULS/UNE-P lines remain in place at the conclusion of the twelve (12) month transition period, AT&T 4-STATE, without further notice or liability, will re-price such arrangements to market based rates.

9.3 AT&T 4-STATE shall provide Access One with the requested conversions with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T 4-STATE shall accomplish such conversions to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T 4-STATE shall coordinate it with Access One's representatives to accomplish this goal.

9.4 Sections 9.1 and 9.2, above, apply and are operative regardless of whether Access One is requesting Mass Market ULS or Mass Market UNE-P under the Agreement as amended by this

Amendment or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

10.0 TRO Remand Declassified Elements (High-capacity Loop and Transport) and Transition Period

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

(i) Dark Fiber Loops;

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

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

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

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

10.2 Intentionally left blank.

10.2.1 In connection with access to unbundled dedicated transport pursuant to 47 CFR § 51.319(e), AT&T 4-STATE has identified Tier 1 and Tier 2 wire centers in accordance with the criteria set forth in 47 CFR § 51.319(e)(3). In connection with access to unbundled DS1 and DS3 loops pursuant to 47 CFR § 51.319(a), AT&T 4-STATE has identified wire centers in accordance with the criteria set forth in 47 CFR §§ 51.319(a)(4) and (a)(5). AT&T 4-STATE has posted a listing of all such identified wire centers to its Access One Online website. AT&T 4-STATE will provide thirty (30) days advance notice to Access One prior to posting updates to its non-impaired wire center listing.

10.2.1.1 If the number of fiber-based collocators in, and/or the number of business lines served by, a wire center rises such that the classification of that wire center (i) as Tier 1, 2 or 3 would change, for purposes of access to unbundled dedicated transport pursuant to 47 CFR § 51.319(e), or (ii) changes for purposes of access to unbundled DS1 or DS3 loops pursuant to 47 CFR § 51.319(a), AT&T 4-STATE may post to its wire center list at the Access One On-Line website and shall provide notice to all Access Ones in an Accessible Letter, identifying each wire center affected, whether the wire center is affected for purposes of access to unbundled dedicated transport or unbundled DS1/DS3 loops. Such notices will be provided to Access Ones each time AT&T 4-STATE updates a wire center list posted on its Access One Online website pursuant to this Section 10.2.1.

10.2.2 Access One shall undertake a reasonably diligent inquiry to determine whether a new order for DS1, DS3 or Dark Fiber Transport or DS1 or DS3 Loop(s) (not part of Access One's embedded base) is disallowed by the criteria set forth in Section 10.1, above, prior to submitting its order to AT&T 4-STATE and self-certify in writing to AT&T 4-STATE prior

to submitting its order that based on its reasonable inquiry the order satisfies such criteria. If Access One makes such self-certification in writing, and to the extent (a) such self-certification is not contrary to a previous finding by the FCC or state commission (or other similar finding) of non-impairment for that element in the applicable wire center and (b) and such elements are otherwise available under this Agreement, including this Amendment, AT&T 4-STATE shall provision (even if AT&T 4-STATE disputes Access One's self-certification) the requested DS1 or DS3 loop or transport or Dark Fiber transport in accordance with Access One's order and within AT&T 4-STATE's standard ordering interval applicable to such facilities and, if it desires to do so, AT&T 4-STATE may dispute the self-certification and associated orders pursuant to Section 10.2.2.1, below. Access One must remain in compliance with its self-certification for so long as Access One continues to receive the aforementioned facilities and/or services from AT&T 4-STATE and promptly notify AT&T 4-STATE of any non-compliance. If AT&T 4-STATE's wire center list changes, such that facilities in use by Access One are no longer available as Unbundled Network Elements, pursuant to 47 CFR §§ 51.319(a) or (e), then the parties such follow the process set forth in Section 10.3.

10.2.2.1 Disputes regarding Access One's compliance with Section 10.2.2 shall be addressed through the dispute resolution process set out in the Agreement or any available FCC or State Commission processes or proceedings designed to review and approve AT&T 4-STATE's non-impairment designation(s). If the Parties determine through informal dispute resolution, or the applicable State Commission determines in an arbitration or otherwise after formal dispute resolution, or it is otherwise determined by the FCC or State Commission, or other regulatory or legal body or court of competent jurisdiction that Access One was not entitled to the provisioned facility pursuant to 47 CFR §§ 51.319(a) or (e), as applicable, the rates paid by Access One for the affected facility shall be subject to true-up to an equivalent month-to-month special access rate as of the later of the date (i) upon which AT&T 4-STATE was no longer required to provide access to the provisioned element pursuant to 47 CFR §§ 51.319(a) or (e), as applicable, or (ii) billing began for the provisioned element. In addition, Access One shall be required to issue an order to disconnect or to transition from the UNE facility to another service within 90 days after the determination. If Access One does not issue an order to disconnect or to transition the facility within the 90 day period, then AT&T 4-STATE may transition the facility to a month-to-month special access arrangement.

10.2.2.2 In the event of a dispute following Access One's self-certification pursuant to Section 10.2.2 above, upon reasonable request by the FCC, state Commission or AT&T 4-STATE, Access One will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, data supporting its self-certification as being consistent with the requirements of the FCC's TRRO, only to the extent necessary to substantiate its self-certification. Upon reasonable request by the FCC, state Commission or Access One, AT&T 4-STATE will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, data supporting its classification of wire centers as Tier 1 or Tier 2 with respect to unbundled dedicated transport, and its classification of wire centers with respect to

unbundled DS1/DS3 loops, only to the extent necessary to justify the classification.

10.2.3 Accordingly, pursuant to Rules 51.319(a) and (e), although AT&T 4-STATE shall continue to provide Access One's embedded base of the Affected Element(s) for the transition period specified in Section 10.3 below, if and as provided by the Agreement, beginning on March 11, 2005, the price for the embedded base Affected Element(s) shall be the higher of (A) the rate Access One paid for the Affected Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%*. To the extent the State Commission raises some rates and lowers others for high capacity loops, AT&T 4-STATE may adopt either all or none of these high capacity loop rate changes. To the extent the State Commission raises some rates and lowers others for dedicated transport, AT&T 4-STATE may adopt either all or none of these dedicated transport rate changes. Access One shall be fully liable to AT&T 4-STATE to pay such pricing under the Amendment, including applicable terms and conditions governing failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

10.2.4 For purposes of this Amendment, the term "embedded base" shall mean Affected Elements properly ordered by Access One prior to March 11, 2005.

10.3 For any Affected Elements, Access One will issue the appropriate orders to disconnect or convert to an analogous access service (including special access service purchased pursuant to any Optional Payment Plan ("OPP") or other agreement providing for term or volume discounts between Access One and AT&T 4-STATE, subject to the terms and conditions of such OPP or other agreement.); provided, however, AT&T 4-STATE and Access One shall mutually agree on a transition schedule for completing the work on such orders to ensure an orderly transition of Access One's embedded base Affected Element customers to be completed by the end of the transition period defined in the TRO Remand Order (12 or 18 months—March 11, 2006 or September 11, 2006 from the TRO Remand Order's effective date as applicable). Any charges applicable to the OPP or other arrangement shall apply as of that order completion date for such conversion and be reflected in the next available billing cycle.

10.3.1 To the extent AT&T 4-STATE modifies the Wire Center List pursuant to Section 10.2.1 of this Amendment, so that additional wire centers/routes/buildings are non-impaired, the Parties agree to work together to develop a mutually agreeable conversion schedule, taking in to consideration the number and location of facilities to be converted not to exceed the later of (i) 90 days or (ii) the applicable FCC transition period(s) specified above.

10.3.2 For Dark Fiber Affected Elements, Access One will remove all Access One services from such Dark Fiber Affected Elements and return the facilities to AT&T 4-STATE by the end of the eighteen (18) month transition period. If Access One fails to comply with this section, AT&T 4-STATE, without further notice or liability may disconnect and reclaim the facilities.

10.3.3 To the extent that there are Access One embedded base Affected DS1 or DS3 High-Capacity Loops or Dedicated Transport in place at the conclusion of the 12-month

transition period, AT&T 4-STATE, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs.

10.4 AT&T 4-STATE shall provide Access One with the requested conversions with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T 4-STATE shall accomplish such conversions to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T 4-STATE shall coordinate it with Access One's representatives to accomplish this goal.

10.5 Sections 10.3.1 and 10.3.2, above, apply and are operative regardless of whether Access One is requesting the Affected Element(s) under the Agreement, including this Amendment or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement, including this Amendment or not.

10.6 Mass Market ULS, Mass Market UNE-P and the Affected Elements are sometimes collectively referred to in this Amendment as "TRO Remand-Declassified Elements."

11.0 Notice and Transition for Declassified TRO Elements

11.1 With the exception of the TRO Remand Declassified Elements for which the FCC has defined a transition period as set forth in Sections 9.2 and 10.3, this Section sets forth the Notice and Transition Processes for Declassified TRO Elements.

11.1.1 AT&T 4-STATE is not required to provide the element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to Access One under this Agreement, including this Amendment, and the following notice and transition procedure shall apply. Access One's ability to Commingle a facility or service previously acquired as a UNE with a UNE or Combination of UNEs is limited as set forth in Sections 4, 5, and 6.

11.2 AT&T 4-STATE will provide written notice to Access One of the fact that the network element(s) and/or the combination or other arrangement in which the network element(s) had been previously provided on an unbundled basis is no longer required to be provided. During a transitional period of thirty (30) days from the date of such notice, AT&T 4-STATE agrees to continue providing such network element(s) pursuant to the terms and conditions of the underlying Agreement.

11.2.1 Upon receipt of such written notice, Access One will cease new orders for such network element(s) that are identified in the AT&T 4-STATE notice letter. AT&T 4-STATE reserves the right to monitor, review, and/or reject Access One orders transmitted to AT&T 4-STATE and, to the extent that the Access One has submitted orders and such orders are provisioned after this thirty (30)-day transitional period, such network elements are still subject to this Section 11.2.1, including the Access One options set forth in Section 11.2.2 below, and AT&T 4-STATE's right of conversion in the event the Access One options are not accomplished by the end of the 30-day transitional period.

11.2.2 During such thirty (30) day transitional period, the following options are available to Access One with regard to the network element(s) identified in the AT&T 4-STATE notice,

including the combination or other arrangement in which the network element(s) were previously provided:

(i) Access One may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the network element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or

(ii) AT&T 4-STATE and Access One may agree upon another service arrangement (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous resale service or access product or service may be substituted, if available.

Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the thirty (30) day transitional period, unless Access One has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 11.2.2(i), above, and if Access One and AT&T 4-STATE have failed to reach agreement, under Section 11.2.2(ii), above, as to a substitute service arrangement or element, then AT&T 4-STATE will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale service under the Parties' Agreement or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

11.3 AT&T 4-STATE shall provide Access One with the requested conversions with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T 4-STATE shall accomplish such conversions to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T 4-STATE shall coordinate it with Access One's representatives to accomplish this goal.

12.0 Miscellaneous

12.1 Except as otherwise provided in this Amendment, the Parties acknowledge the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. Accordingly, each of the rights and obligations set forth in this Amendment is cumulative and is in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

12.2 EXCEPT AS MODIFIED HEREIN OR AS OTHERWISE LATER AGREED BY THE PARTIES IN A WRITING SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement.

12.3 This Amendment shall be effective as of March 11, 2005[4] subject to any necessary commission approval ("Amendment Effective Date"). In the event that all or any portion of this Amendment as

[4] AT&T agrees that AT&T 4-STATE may bill the transition rates set forth in Sections 9.1 and 10.2.3 [need to make sure these numbers are correct after renumbering] effective March 11, 2005, but AT&T 4-STATE agrees that payment of the increase in rates reflected in such provisions (and billed prior to execution of this Amendment) is not due under the terms of the Agreement until thirty (30) days after this Amendment is fully executed by the Parties.

agreed-to and submitted is rejected and/or modified by the State Commission, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the State Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

12.4 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written, regarding the subject matter covered by the Amendment.

12.5 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

12.6 By entering into this Amendment to obtain the benefits set forth herein in whole or in part, each Party expressly waives its right to challenge the terms of the Agreement as amended by this Amendment, in any judicial, dispute resolution or regulatory proceeding, except that each Party expressly reserves the right to (i) to challenge or support any determination by a state or federal regulatory or legislative bodies or courts of competent jurisdiction relating to the definition and/or scope of the term "embedded base" in Section 9.1.1 of this Amendment or (ii) to seek clarification or interpretation of the terms of this Agreement, including this Amendment, through the dispute resolution process established by the State Commission or challenge in any judicial, dispute resolution or regulatory proceeding regarding the interpretation of this Agreement or any agreement containing the same or substantially similar language to this Agreement, including this Amendment; such right to seek clarification or interpretation or challenge the interpretation also includes the right to appeal the final judicial, dispute resolution or regulatory decision and to continue to pursue pending appeals. When a final decision is rendered by the appellate court, the affected contract provision shall be revised to reflect the result of such appeal. Any dispute between the Parties regarding the manner in which this Agreement, including this Amendment should be modified to reflect the effect of the appellate court decision shall be resolved by the State Commission. Neither Party waives any legal argument, position, or assertion whatsoever in future arbitrations except Access One waives its right to advocate in future arbitrations that AT&T 4-STATE's voluntarily agreed and/or extended the terms and conditions of the Agreement.

EXHIBIT 1

[Date]

Mr./Ms _____
VP AT&T 4-STATE Account Management
[AT&T 4-STATE fill in remaining address information]

Re: High Capacity EEL Certification

Dear _____:

As you are aware, Access One, Inc., ("CLEC") operate under interconnection agreements with AT&T 4-STATE entities in the AT&T 4-STATE ILEC state territory (the ICA). With this letter CLEC confirms that it has implemented procedures such that CLEC hereby certifies that any and all orders CLEC submits for high capacity EELs, meet the Mandatory Eligibility Criteria set forth in Section 6.2 of those certain amendments, dated on or about _____, to the ICA.

Should you have any questions, please contact _____.

Sincerely,

[Print Name]
[Title]

AMENDMENT NO. __
INTERCONNECTION AGREEMENT
BY AND BETWEEN
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
AND
ACCESS ONE, INC.

The Interconnection Agreement, effective January 1, 2004, ("the Agreement") by and between AT&T 4-STATE ("AT&T 4-STATE") and Access One, Inc. ("CLEC") is hereby amended as follows:

(1) Article 10, Resale At Wholesale Rates--Section 251(c)(4), is amended to hereby add the following Sections 10.2 and 10.3:

10.2 OS/DA Call Branding

10.2.1 AT&T 4-STATE will brand OS/DA in CLEC's name.

CLEC will provide AT&T 4-STATE with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its respective services.

10.2.2 Branding Load Charges:

10.2.2.1 An initial non-recurring charge applies per brand, per Operator Assistance Switch for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by AT&T 4-STATE on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch for each subsequent change to the branding announcement.

10.3 Branding

10.3.1 CLEC is free to brand the Resale services that AT&T 4-STATE provides to CLEC under the provisions of this Agreement. AT&T 4-STATE will not brand such Resale services provided to CLEC under this Agreement as being AT&T 4-STATE's services, although certain AT&T 4-STATE retail services that utilize electronic branding are subject to the further provisions of Section 10.3.1.1 below.

10.3.1.1 AT&T 4-STATE offers certain retail services that utilize electronic branding to designate the services as AT&T 4-STATE's retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC customers, CLEC may request AT&T 4-STATE to rebrand such services as CLEC services or to offer them without a brand. AT&T 4-STATE will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse AT&T 4-STATE for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before

unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by AT&T 4-STATE as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, AT&T 4-STATE agrees to reimburse CLEC for a reasonable portion of its costs. CLEC's name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

10.3.2 CLEC will provide the exclusive interface to CLEC Customers in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where AT&T 4-STATE personnel interface directly with CLEC customers in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider.

10.3.3 Branding provisions concerning AT&T 4-STATE's furnishing of all forms, business cards or other business materials to CLEC customers in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in this Article and Article 33 of this Agreement.

10.3.4 CLEC will not, without AT&T 4-STATE's written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T 4-STATE or it's affiliates.

(2) The Pricing Schedule is hereby amended by adding the rates as shown in Attachment A for the service provided hereunder.

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(5) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its 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 but not limited to its intervening law rights relating to the following actions, which the Parties may have not yet fully incorporated in 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) 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), 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 the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); the FCC's Order *In the Matter of Petition for Declaratory Ruling that CLEC's Phone-to-*

Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004); the FCC's Order *In the Matter of Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. §160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171 (Order No. FCC 04-241)(rel. October 18, 2004); and the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

(6) This Amendment shall be filed with and is subject to approval by the Public Utilities Commission(s) (PUCs) in Indiana, Michigan, Ohio, and Wisconsin, but shall become effective upon execution by both Parties.

INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
ATT INDIANA
September 14, 2007

Line	INDIANA			Recurring		Non-Recurring	
2	**AT&T Generic Rates**		**USOC**	Monthly		First	Additional
3	***NETWORK ELEMENTS***						
4	**Loops**						
5		2-Wire Analog - Rural (Rate Class 1) ***/3/***	U2HX1	$ 11.50		See NRC prices below	
6		2-Wire Analog - Suburban (Rate Class 2) ***/3/***	U2HX2	$ 12.50		See NRC prices below	
7		2-Wire Analog - Metro (Rate Class 3) ***/3/***	U2HX3	$ 12.00		See NRC prices below	
8		2-Wir Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	U2WX1	$ 9.57		See NRC prices below	
9		2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	U2WX2	$ 8.90		See NRC prices below	
10		2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	U2WX3	$ 8.84		See NRC prices below	
11		2-Wire Ground Start, PBX - Rural (Rate Class 1) ***/3/***	U2JX1	$ 11.67		See NRC prices below	
12		2-Wire Ground Start, PBX - Suburban (Rate Class 2) ***/3/***	U2JX2	$ 13.01		See NRC prices below	
13		2-Wire Ground Start, PBX - Metro (Rate Class 3) ***/3/***	U2JX3	$ 12.63		See NRC prices below	
14		2-Wire COPTS Coin - Rural (Rate Class 1) ***/3/***	U2CX1	$ 12.00		See NRC prices below	
15		2-Wire COPTS Coin - Suburban (Rate Class 2) ***/3/***	U2CX2	$ 13.46		See NRC prices below	
16		2-Wire COPTS Coin - Metro (Rate Class 3) ***/3/***	U2CX3	$ 13.07		See NRC prices below	
17		2-Wire EKL - Rural (Rate Class 1) ***/3/***	U2KX1	$ 13.17		See NRC prices below	
18		2-Wire EKL - Suburban (Rate Class 2) ***/3/***	U2KX2	$ 15.09		See NRC prices below	
19		2-Wire EKL - Metro (Rate Class 3) ***/3/***	U2KX3	$ 14.66		See NRC prices below	
20		Conditioning for dB Loss					
21		4-Wire Analog - Rural (Rate Class 1) ***/3/***	U4HX1	$ 27.28		See NRC prices below	
22		4-Wire Analog - Suburban (Rate Class 2) ***/3/***	U4HX2	$ 31.49		See NRC prices below	
23		4-Wire Analog - Metro (Rate Class 3) ***/3/***	U4HX3	$ 30.59		See NRC prices below	
24		2-Wire Digital - Rural (Rate Class 1) ***/3/***	U2QX1	$ 16.00		See NRC prices below	
25		2-Wire Digital - Suburban (Rate Class 2) ***/3/***	U2QX2	$ 19.48		See NRC prices below	
26		2-Wire Digital - Metro (Rate Class 3) ***/3/***	U2QX3	$ 18.19		See NRC prices below	
27		DS1 Loop - Rural (Rate Class 1) ***/3/***	4U1X1	$ 37.04		See NRC prices below	
28		DS1 Loop - Suburban (Rate Class 2) ***/3/***	4U1X2	$ 39.35		See NRC prices below	
29		DS1 Loop - Metro (Rate Class 3) ***/3/***	4U1X3	$ 46.10		See NRC prices below	
30		DS3 Loop - Rural (Rate Class 1) ***/3/***	U4D31	$ 469.53		See NRC prices below	
31		DS3 Loop - Suburban (Rate Class 2) ***/3/***	U4D32	$ 447.20		See NRC prices below	
32		DS3 Loop - Metro (Rate Class 3) ***/3/***	U4D33	$ 431.98		See NRC prices below	
33							
34	**DSL Capable Loops**						
35	**2-Wire xDSL Loop**						
36		PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural ***/3/***	2SLA1	$ 9.33		See NRC prices below	
37		PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban ***/3/***	2SLA2	$ 10.45		See NRC prices below	
38		PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro ***/3/***	2SLA3	$ 9.84		See NRC prices below	
39							
40		PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural ***/3/***	2SLC1	$ 9.33		See NRC prices below	
41		PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban ***/3/***	2SLC2	$ 10.45		See NRC prices below	
42		PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro ***/3/***	2SLC3	$ 9.84		See NRC prices below	
43							
44		PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural ***/3/***	2SLB1	$ 9.33		See NRC prices below	
45		PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban ***/3/***	2SLB2	$ 10.45		See NRC prices below	
46		PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro ***/3/***	2SLB3	$ 9.84		See NRC prices below	
47							
48		PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural ***/3/***	2SLD1	$ 9.33		See NRC prices below	
49		PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban ***/3/***	2SLD2	$ 10.45		See NRC prices below	
50		PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro ***/3/***	2SLD3	$ 9.84		See NRC prices below	
51							
52		PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural ***/3/***	UWRA1	$ 9.33		See NRC prices below	
53		PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban ***/3/***	UWRA2	$ 10.45		See NRC prices below	
54		PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro ***/3/***	UWRA3	$ 9.84		See NRC prices below	
55							
56		PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural ***/3/***	2SLF1	$ 9.33		See NRC prices below	
57		PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban ***/3/***	2SLF2	$ 10.45		See NRC prices below	
58		PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro ***/3/***	2SLF3	$ 9.84		See NRC prices below	
59	**4-Wire xDSL Loop**						
60		PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural ***/3/***	4SL11	$ 16.95		See NRC prices below	
61		PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban ***/3/***	4SL12	$ 19.08		See NRC prices below	
62		PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro ***/3/***	4SL13	$ 18.18		See NRC prices below	
63							
64	**IDSL Capable Loop**						
65	IDSL Loop Class 1 - Rural ***/3/***		UY5F1	$ 9.33		See NRC prices below	
66	IDSL Loop Class 2 - Suburban ***/3/***		UY5F2	$ 10.45		See NRC prices below	
67	IDSL Loop Class 3 - Metro ***/3/***		UY5F3	$ 9.84		See NRC prices below	
68							
69	**LST**						
70	Line & Station Transfer (LST) performed on CODSLAM Loop		URCLD	N/A		$ 165.26	
71							
72	**Loop Qualification Process**						
73	Loop Qualification Process - Mechanized		NR98U	N/A		$0.00	N/A
74	Loop Qualification Process - Manual		NRBXU	N/A		TBD	N/A
75							
76	**xDSL Conditioning**						
77	DSL Conditioning Options - >12KFT						
78		Removal of Repeater Options (per unit removed)	NRBXV	N/A		$ 24.70	N/A
79		Removal Excessive Bridged Tap Option (per unit removed)	NRBXW	N/A		$ 16.09	N/A
80		Removal of Load Coil (per unit removed)	NRBXZ	N/A		$ 16.18	N/A
81							
82	Removal of All or Non-excessive Bridged Tap (RABT) - MMP						
83		Removal of Non-excessive Bridged Tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None		$ 212.42	
84		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None		$ 549.92	
85		Removal of Non-excessive Bridged Tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None		$ 212.42	
86		Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM	None		$ 212.42	
87							
88	**Loop Non-Recurring Charges (Excluding DS3)**						
89	Res/Bus Analog/2-W Digital Loop, Initial Request, Install ***/3/***		SEPUP	N/A		$ 6.83	N/A
90	Res/Bus Analog/2-W Digital Loop, Initial Request, Disconnect ***/3/***		NKCG6			$ 4.29	

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INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
ATT INDIANA
September 14, 2007

Line	INDIANA				Recurring		Non-Recurring	
2	**AT&T Generic Rates**			**USOC**	Monthly		First	Additional
91		Disconnect Service Order Charge		NR9OE			$ 4.29	
92		Res/Bus Analog/2-W Digital Loop, Subsequent Request **/3/**		REAH9	N/A		$ 6.83	N/A
93		Res/Bus Analog/2-W Digital Loop, record Request **/3/**		NR9UP			$ 6.43	
94		Res/Bus Analog/2-W Digital Loop Line Connection Loop Charge, Initial, Install / **3/**		SEPUC	N/A		$ 22.48	N/A
95		Res/Bus Analog/2-W Digital Loop Line Connection Charge, Initial, Disconnect / **3/**		NKCG7			$ 7.42	
96		UNE Analog Loop Disconnect Charge Per Termination		NR9OG			$ 7.42	
97		Res/Bus Analog/2-W Digital Loop Line Connection Charge, Additional, Install / **3/**		1CRG7				$ 15.55
98		Line Connection Add or Change		REAH5	N/A			$ 29.33
99	**/*/**	Res/Bus Standalone Line Connection Charge, Additional, Disconnect / **3/**		NKCG5				$ 4.81
100								
101	**/*/**	DS1 Service Provisioning, Initial, Install **/3/**		1CRG1			$ 142.36	
102	**/*/**	DS1 Service Provisioning, Initial, Disconnect **/3/**		NKCG1			$ 20.51	
103	**/*/**	DS1 Service Provisioning, Additional, Install **/3/**		1CRG2				$ 96.33
104	**/*/**	DS1 Service Provisioning, Additional, Disconnect **/3/**		NKCG2				$ 16.25
105		DS1 Loop, Administrative Activity, Install **/3/**		NR9OR			$ 10.65	
106		DS1 Loop, Administrative Activity, Disconnect **/3/**		NR9OT			$ 4.86	
107								
108	**DS3 Loop Non-Recurring Charges**							
109		Administrative **/3/**		NR9OY	N/A		$ 10.65	N/A
110		Design & Central Office		NR9O1	N/A		$ 525.79	N/A
111		Customer Connection		NR9O3	N/A		$ 187.37	N/A
112	**/*/**	DS3 Service Provisioning, Initial, Install **/3/**		1CRG3			$ 151.68	
113	**/*/**	DS3 Service Provisioning, Initial, Disconnect **/3/**		NKCG3			$ 20.89	
114	**/*/**	DS3 Service Provisioning, Additional, Install **/3/**		1CRG4				$ 70.41
115	**/*/**	DS3 Service Provisioning, Additional, Disconnect **/3/**		NKCG4				$ 16.63
116		DS3 Loop, Administrative Activity, Disconnect **/3/**		NR9OZ			$ 4.86	
117								
118	**SUB-LOOPS**							
119		ECS to SAI sub-loop						
120			2-Wire Analog - Rate Group 3	PENDING	$ 1.73		See NRC prices below	
121			2-Wire Analog - Rate Group 2	PENDING	$ 1.24		See NRC prices below	
122			2-Wire Analog - Rate Group 1	PENDING	$ 3.17		See NRC prices below	
123			4-Wire Analog - Rate Group 3	PENDING	$ 3.44		See NRC prices below	
124			4-Wire Analog - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
125			4-Wire Analog - Rate Group 1	PENDING	$ 6.32		See NRC prices below	
126			2-Wire DSL - Rate Group 3	PENDING	$ 1.73		See NRC prices below	
127			2-Wire DSL - Rate Group 2	PENDING	$ 1.24		See NRC prices below	
128			2-Wire DSL - Rate Group 1	PENDING	$ 3.17		See NRC prices below	
129			4-Wire DSL - Rate Group 3	PENDING	$ 3.44		See NRC prices below	
130			4-Wire DSL - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
131			4-Wire DSL - Rate Group 1	PENDING	$ 6.32		See NRC prices below	
132		ECS to Terminal sub-loop						
133			2-Wire Analog - Rate Group 3	PENDING	$ 5.71		See NRC prices below	
134			2-Wire Analog - Rate Group 2	PENDING	$ 5.95		See NRC prices below	
135			2-Wire Analog - Rate Group 1	PENDING	$ 8.02		See NRC prices below	
136			4-Wire Analog - Rate Group 3	PENDING	$ 11.45		See NRC prices below	
137			4-Wire Analog - Rate Group 2	PENDING	$ 11.92		See NRC prices below	
138			4-Wire Analog - Rate Group 1	PENDING	$ 15.99		See NRC prices below	
139			2-Wire DSL - Rate Group 3	PENDING	$ 5.71		See NRC prices below	
140			2-Wire DSL - Rate Group 2	PENDING	$ 5.95		See NRC prices below	
141			2-Wire DSL - Rate Group 1	PENDING	$ 8.02		See NRC prices below	
142			4-Wire DSL - Rate Group 3	PENDING	$ 11.45		See NRC prices below	
143			4-Wire DSL - Rate Group 2	PENDING	$ 11.92		See NRC prices below	
144			4-Wire DSL - Rate Group 1	PENDING	$ 15.99		See NRC prices below	
145		ECS to NID sub-loop						
146			2-Wire Analog - Rate Group 3	PENDING	$ 6.47		See NRC prices below	
147			2-Wire Analog - Rate Group 2	PENDING	$ 6.72		See NRC prices below	
148			2-Wire Analog - Rate Group 1	PENDING	$ 8.75		See NRC prices below	
149			4-Wire Analog - Rate Group 3	PENDING	$ 12.93		See NRC prices below	
150			4-Wire Analog - Rate Group 2	PENDING	$ 13.46		See NRC prices below	
151			4-Wire Analog - Rate Group 1	PENDING	$ 17.51		See NRC prices below	
152			2-Wire DSL - Rate Group 3	PENDING	$ 6.47		See NRC prices below	
153			2-Wire DSL - Rate Group 2	PENDING	$ 6.72		See NRC prices below	
154			2-Wire DSL - Rate Group 1	PENDING	$ 8.75		See NRC prices below	
155			4-Wire DSL - Rate Group 3	PENDING	$ 12.93		See NRC prices below	
156			4-Wire DSL - Rate Group 2	PENDING	$ 13.46		See NRC prices below	
157			4-Wire DSL - Rate Group 1	PENDING	$ 17.51		See NRC prices below	
158		SAI to Terminal sub-loop						
159			2-Wire Analog - Rate Group 3	PENDING	$ 4.85		See NRC prices below	
160			2-Wire Analog - Rate Group 2	PENDING	$ 5.56		See NRC prices below	
161			2-Wire Analog - Rate Group 1	PENDING	$ 5.90		See NRC prices below	
162			4-Wire Analog - Rate Group 3	PENDING	$ 9.75		See NRC prices below	
163			4-Wire Analog - Rate Group 2	PENDING	$ 11.13		See NRC prices below	
164			4-Wire Analog - Rate Group 1	PENDING	$ 11.77		See NRC prices below	
165			2-Wire DSL - Rate Group 3	PENDING	$ 4.85		See NRC prices below	
166			2-Wire DSL - Rate Group 2	PENDING	$ 5.56		See NRC prices below	
167			2-Wire DSL - Rate Group 1	PENDING	$ 5.90		See NRC prices below	
168			4-Wire DSL - Rate Group 3	PENDING	$ 9.75		See NRC prices below	
169			4-Wire DSL - Rate Group 2	PENDING	$ 11.13		See NRC prices below	
170			4-Wire DSL - Rate Group 1	PENDING	$ 11.77		See NRC prices below	
171		SAI to NID sub-loop						
172			2-Wire Analog - Rate Group 3	PENDING	$ 5.60		See NRC prices below	
173			2-Wire Analog - Rate Group 2	PENDING	$ 6.33		See NRC prices below	
174			2-Wire Analog - Rate Group 1	PENDING	$ 6.65		See NRC prices below	
175			4-Wire Analog - Rate Group 3	PENDING	$ 11.24		See NRC prices below	
176			4-Wire Analog - Rate Group 2	PENDING	$ 12.65		See NRC prices below	
177			4-Wire Analog - Rate Group 1	PENDING	$ 13.26		See NRC prices below	
178			2-Wire DSL - Rate Group 3	PENDING	$ 5.60		See NRC prices below	

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September 14, 2007

Line	INDIANA				Recurring		Non-Recurring	
2	**AT&T Generic Rates**			**USOC**	Monthly		First	Additional
179			2-Wire DSL - Rate Group 2	PENDING	$ 6.33		See NRC prices below	
180			2-Wire DSL - Rate Group 1	PENDING	$ 6.65		See NRC prices below	
181			4-Wire DSL - Rate Group 3	PENDING	$ 11.24		See NRC prices below	
182			4-Wire DSL - Rate Group 2	PENDING	$ 12.65		See NRC prices below	
183			4-Wire DSL - Rate Group 1	PENDING	$ 13.26		See NRC prices below	
184		Terminal to NID sub-loop						
185			2-Wire Analog - Rate Group 3	PENDING	$ 1.23		See NRC prices below	
186			2-Wire Analog - Rate Group 2	PENDING	$ 1.22		See NRC prices below	
187			2-Wire Analog - Rate Group 1	PENDING	$ 1.22		See NRC prices below	
188			4-Wire Analog - Rate Group 3	PENDING	$ 2.49		See NRC prices below	
189			4-Wire Analog - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
190			4-Wire Analog - Rate Group 1	PENDING	$ 2.43		See NRC prices below	
191			2-Wire DSL - Rate Group 3	PENDING	$ 1.23		See NRC prices below	
192			2-Wire DSL - Rate Group 2	PENDING	$ 1.22		See NRC prices below	
193			2-Wire DSL - Rate Group 1	PENDING	$ 1.22		See NRC prices below	
194			4-Wire DSL - Rate Group 3	PENDING	$ 2.49		See NRC prices below	
195			4-Wire DSL - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
196			4-Wire DSL - Rate Group 1	PENDING	$ 2.43		See NRC prices below	
197		NID sub-loop element						
198			2-Wire Analog - Rate Group 3	PENDING	$ 0.16		See NRC prices below	
199			2-Wire Analog - Rate Group 2	PENDING	$ 0.16		See NRC prices below	
200			2-Wire Analog - Rate Group 1	PENDING	$ 0.16		See NRC prices below	
201			4-Wire Analog - Rate Group 3	PENDING	$ 0.32		See NRC prices below	
202			4-Wire Analog - Rate Group 2	PENDING	$ 0.32		See NRC prices below	
203			4-Wire Analog - Rate Group 1	PENDING	$ 0.32		See NRC prices below	
204			2-Wire DSL - Rate Group 3	PENDING	$ 0.16		See NRC prices below	
205			2-Wire DSL - Rate Group 2	PENDING	$ 0.16		See NRC prices below	
206			2-Wire DSL - Rate Group 1	PENDING	$ 0.16		See NRC prices below	
207			4-Wire DSL - Rate Group 3	PENDING	$ 0.32		See NRC prices below	
208			4-Wire DSL - Rate Group 2	PENDING	$ 0.32		See NRC prices below	
209			4-Wire DSL - Rate Group 1	PENDING	$ 0.32		See NRC prices below	
210			2-Wire ISDN Compatible - Rate Group 3	PENDING	$ 0.16		See NRC prices below	
211			2-Wire ISDN Compatible - Rate Group 2	PENDING	$ 0.16		See NRC prices below	
212			2-Wire ISDN Compatible - Rate Group 1	PENDING	$ 0.16		See NRC prices below	
213		**Sub-Loop Non-Recurring Charges**						
214			2-Wire Analog Sub-Loop	PENDING			$ 185.80	
215			4-Wire Analog Sub-Loop	PENDING			$ 186.65	
216			2-Wire xDSL Digital Sub-Loop	PENDING			$ 214.54	
217			4-Wire xDSL Digital Sub-Loop	PENDING			$ 218.09	
218			2-Wire ISDN Digital Sub-Loop	PENDING			$ 236.77	
219		**Service Order Charge**						
220			Establish, per occasion	PENDING			$ 14.57	
221			Add or change, per occasion	PENDING			$ 14.57	
222		**Line Connection Charge**						
223			per occasion	PENDING			$ 29.33	
224								
225	**Cross Connects**							
226		2-Wire		CXCT2	$ 0.14		N/A	N/A
227		4-Wire		CXCT4	$ 0.26		N/A	N/A
228		DS1/LT1		CXCDX	$ 0.36		N/A	N/A
229		DS3/LT3		CXC8X	$ 0.66		N/A	N/A
230		DS3 C.O. LOOP Cross-Connect to Collocation		CXCBX	$ 19.14		N/A	N/A
231								
232		**Interoffice Transport:**						
233		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 11.10		N/A	N/A
234			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 1.65		N/A	N/A
235		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	$ 106.79		N/A	N/A
236			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	$ 28.62		N/A	N/A
237								
238	**Enhanced Extended Loop (EEL) Service Order per LSR**							
239	/*/		Electronic, Analog/2-Wire Digital Loop, Establishment Request, Install /3/	NKCAR			$ 6.89	
240	/*/		Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/	NKCAS			$ 4.20	
241	/*/		Electronic, Analog/2-Wire Digital Loop, Subsequent Order /3/	NKCAT				$ 6.14
242	/*/		Manual, Analog/2-Wire Digital Loop, Establishment Request, Install /3/	NKCAU			$ 51.78	
243	/*/		Manual, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/	NKCAV			$ 34.80	
244	/*/		Manual, Analog/2-Wire Digital Loop, Subsequent Order /3/	NKCAW				$ 48.55
245	/*/		Electronic, DS1 Loop, Establishment Request, Install /3/	NKCAX			$ 11.39	
246	/*/		Electronic, DS1 Loop, Establishment Request, Disconnect /3/	NKCAY			$ 6.00	
247	/*/		Electronic, DS1 Loop, Subsequent Order /3/	NKCAZ				$ 6.14
248	/*/		Manual, DS1 Loop, Establishment Request, Install /3/	NKCB1			$ 57.23	
249	/*/		Manual, DS1 Loop, Establishment Request, Disconnect /3/	NKCB2			$ 34.80	
250	/*/		Manual, DS1 Loop, Subsequent Order /3/	NKCB3				$ 48.55
251	/*/		Electronic, DS1 or DS3 Transport, Establishment Request, Install /3/	PENDING			$ 12.63	
252	/*/		Electronic, DS1 or DS3 Transport, Establishment Request, Disconnect /3/	PENDING			$ 6.69	
253	/*/		Manual, DS1 or DS3 Transport, Establishment Request, Install /3/	PENDING			$ 60.35	
254	/*/		Manual, DS1 or DS3 Transport, Establishment Request, Disconnect /3/	PENDING			$ 35.48	
255	/*/		Electronic, Non-channelized DS1 EEL, Establishment Request, Install /3/	NKCB4			$ 11.39	
256	/*/		Electronic, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	NKCB5			$ 6.00	
257	/*/		Manual, Non-channelized DS1 EEL, Establishment Request, Install /3/	NKCB6			$ 57.23	
258	/*/		Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	NKCB7			$ 34.80	
259	/*/		Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING			$ 12.63	
260	/*/		Electronic, CO Multiplexing. DS1 to Voice, Establishment Request, Disconnect /3/	PENDING			$ 6.69	
261	/*/		Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING			$ 60.35	
262	/*/		Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING			$ 35.48	
263								

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Line	INDIANA				Recurring		Non-Recurring	
2	AT&T Generic Rates			USOC	Monthly		First	Additional
264	**Enhanced Extended Loop (EEL) New Combination per Element**							
265	/*/	2-Wire Analog Loop Connection, Initial, Install /3/		NKCB8			$ 91.87	
266	/*/	2 Wire Analog Loop Connection, Initial, Disconnect /3/		NKCB9			$ 15.48	
267	/*/	2-Wire Analog Loop Connection, Additional, Install /3/		NKCBA				$ 66.36
268	/*/	2-Wire Analog Loop Connection, Additional, Disconnect /3/		NKCBB				$ 10.55
269	/*/	4-Wire Analog Loop Connection, Initial, Install /3/		NKCBC			$ 93.41	
270	/*/	4-Wire Analog Loop Connection, Initial, Disconnect /3/		NKCBD			$ 17.04	
271	/*/	4-Wire Analog Loop Connection, Additional, Install /3/		NKCBE				$ 67.89
272	/*/	4- Wire Analog Loop Connection, Additional, Disconnect /3/		NKCBF				$ 12.11
273	/*/	2-Wire Digital Loop Connection, Initial, Install /3/		NKCBG			$ 100.08	
274	/*/	2-Wire Digital Loop Connection, Initial, Disconnect /3/		NKCBH			$ 14.98	
275	/*/	2-Wire Digital Loop Connection, Additional, Install /3/		NKCBJ				$ 66.20
276	/*/	2-Wire Digital Loop Connection, Additional, Disconnect /3/		NKCBK				$ 10.05
277	/*/	4-Wire Digital Loop Connection, Initial, Install /3/		NKCBL			$ 149.73	
278	/*/	4-Wire Digital Loop Connection, Initial, Disconnect /3/		NKCBM			$ 24.23	
279	/*/	4-Wire Digital Loop Connection, Additional, Install /3/		NKCBN				$ 101.19
280	/*/	4-Wire Digital Loop Connection, Additional, Disconnect /3/		NKCBO				$ 19.77
281	/*/	CO Multiplexing, DS1 to Voice, Initial, Install /3/		PENDING			$ 89.92	
282	/*/	CO Multiplexing, DS1 to Voice, Initial, Disconnect /3/		PENDING			$ 20.58	
283	/*/	CO Multiplexing, DS1 to Voice, Additional, Install /3/		PENDING				$ 47.86
284	/*/	CO Multiplexing, DS1 to Voice, Additional, Disconnect /3/		PENDING				$ 15.71
285	/*/	DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/		PENDING			$ 148.01	
286	/*/	DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/		PENDING			$ 42.37	
287	/*/	DS Interoffice Dedicated Transport Collocated, Additional, Install /3/		PENDING				$ 104.44
288	/*/	DS1 Interoffice Dedicated Transport Collocated, Additional, Disconnect /3/		PENDING				$ 34.03
289	/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/		NKCBT			$ 199.34	
290	/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, disconnect /3/		NKCBU			$ 42.37	
291	/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, install /3/		NKCBV				$ 128.38
292	/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, collocated, Addtl, disconnect /3/		NKCBW				$ 34.03
293	/*/	DS3 Interoffice Dedicated Transport Collocated, Initial, Install /3/		PENDING			$ 158.40	
294	/*/	DS3 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/		PENDING			$ 42.37	
295	/*/	DS3 Interoffice Dedicated Transport Collocated, Additional, Install /3/		PENDING				$ 82.93
296	/*/	DS3 Interoffice Dedicated Transport Collocated, Additional, disconnect /3/		PENDING				$ 34.03
297	/*/	Clear Channel Capability, Initial, Install /3/		NKCC6			$ 89.46	
298	/*/	Clear Channel Capability, Additional, Install /3/		NKCC7				$ 24.26
299								
300	**Special Access to One Conversion per Activity**							
301	/*/	Channelized Facility from Cage, DS1 , Design and Coordination Charge /3/		NKCC9			$ 83.69	
302	/*/	Channelized Facility from Cage, DS1 ,Demarcation Re-Tag Charge /3/		PENDING			N/A	
303	/*/	Channelized Facility from Cage, DS3, Design and Coordination Charge /3/		NKCCA			$ 66.64	
304	/*/	Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/		PENDING			N/A	
305	/*/	Channelized Facility from Cage, DSO, Design and Coordination Charge /3/		PENDING			$ 7.73	
306	/*/	Channelized Facility from Cage, DSO, Design and Coordination Charge /3/		NKCCB			$ 7.73	
307	/*/	Non-Channelized Facility from Cage, DSO, Demarcation Re-Tag Charge /3/		PENDING			N/A	
308	/*/	Non-Channelized Facility from Cage, DS1, Design and Coordination Charge /3/		NKCCC			$ 7.73	
309	/*/	Non-Channelized Facility from Cage, DS1, Demarcation Re-Tag Charge /3/		PENDING			N/A	
310	/*/	Non-Channelized Facility from Cage, DS3, Design and Coordination Charge /3/		NKCCD			$ 7.73	
311	/*/	Non-Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/		PENDING			N/A	
312	/*/	Channelized Facility from POP, DS1, Design and Coordination Charge /3/		NKCCE			$ 83.69	
313	/*/	Channelized Facility from POP, DS1, Demarcation Re-Tag Charge /3/		PENDING			N/A	
314	/*/	Channelized Facility from POP, DS3, Design and Coordination Charge /3/		NKCCF			$ 66.64	
315	/*/	Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/		PENDING			N/A	
316	/*/	Channelized Facility from POP, DSO, Design and Coordination Charge /3/		PENDING			$ 7.73	
317	/*/	Non-Channelized Facility from POP, DSO, Design and Coordination Charge /3/		NKCCG			$ 7.73	
318	/*/	Non-Channelized Facility from POP, DSO, Demarcation Re-Tag Charge /3/		PENDING			N/A	
319	/*/	Non-Channelized Facility from POP, DS1, Design and Coordination Charge /3/		NKCCH			$ 7.73	
320	/*/	Non-Channelized Facility from POP, DS1, Demarcation Re- Tag charge /3/		PENDING			N/A	
321	/*/	Non-Channelized Facility from POP, DS3, Design and Coordination Charge /3/		NKCCJ			$ 7.73	
322	/*/	Non-Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/		PENDING			N/A	
323								
324	**Special Access to UNE Conversions Per Circuit**							
325	/*/	Project Administrative Activity		NKCC8			$ 21.23	
326								
327	**Multiplexing**							
328		DS1 to Voice Grade		QMVX1-X3	$ 197.61		N/A	N/A
329		DS3 to DS1		QM3X1-X3	$ 260.24		N/A	N/A
330								
331	**Dedicated Transport Cross Connects**							
332		DS1		CXCDX	$ 0.36		N/A	N/A
333		DS3		CXCEX	$ 0.66		N/A	N/A
334								
335	**Dedicated Transport Optional Features & Functions**							
336		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3			$ 351.64	N/A
337								
338	**Dedicated Transport Installation & Rearrangement Charges**							
339		DS1	Administration Charge - Per Order	ORCMX	N/A		$ 322.47	N/A
340			Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A		$ 527.99	N/A
341			Carrier Connection Charge - Per Order	NRBBL	N/A		$ 458.62	N/A
342								
343		DS3	Administration Charge - Per Order	ORCMX	N/A		$ 251.64	N/A
344			Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A		$ 562.86	N/A
345			Design & Central Office Connection Charge - Per Circuit	NRBC4	N/A		$ 562.86	N/A
346			Carrier Connection Charge - Per Order	NRBBL	N/A		$ 305.85	N/A
347			Carrier Connection Charge - Per Order	NRBDT	N/A		$ 305.85	N/A
348								

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
ATT INDIANA
September 14, 2007

Line	INDIANA			Recurring		Non-Recurring	
2	**AT&T Generic Rates**		**USOC**	Monthly		First	Additional
349	**Dark Fiber**						
350		Dark Fiber Interoffice					
351		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$ 60.56		N/A	N/A
352		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$ 0.02		N/A	N/A
353		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$ 2.22		N/A	N/A
354	Inquiry (Per Request)						
355		Dark Fiber Interoffice Transport - NRC	NR9D6	N/A		$ 284.68	N/A
356							
357	FIRM ORDER (Per Fiber Strand)						
358		Administrative per Order					
359		Connect	NRB51	N/A		$ 9.92	N/A
360		Disconnect	NR9H2	N/A		$ 8.78	N/A
361		Connect	NRB52	N/A		$ 276.79	N/A
362		Disconnect	NR9H3	N/A		$ 76.07	N/A
363		Dark Fiber Interoffice Transport - NRC					
364		Connect	NRB54	N/A		$ 348.47	N/A
365		Disconnect	NR9H5	N/A		$ 139.55	N/A
366							
367	**Routine Modifications**						
368		Routine Modifications of Existing Facilities Charge	N3RUE	N/A		ICB	N/A
369							
370	**LNP**						
371	Local Number Portability ***/4/***		NSR	$0.00		N/A	
372							
373	Maintenance of Service Charges		VRP	N/A		$ 51.00	N/A
374							
375	***OTHER***						
376	**DIRECTORY ASSISTANCE**						
377		Directory Assistance, per call	OPEN	$0.40		N/A	N/A
378		National Directory Assistance (NDA), per call	OPEN	$0.65		N/A	N/A
379		Reverse Directory Assistance (RDA), per call	OPEN	$0.65		N/A	N/A
380		Business Category Search (BCS) / where applicable, per call	OPEN	$0.65		N/A	N/A
381		Directory Assistance Call Completion (DACC), per call	OPEN	$0.15		N/A	N/A
382							
383		**OS/DA Automated Call Greeting and References / Rates**					
384		Branding - Other - Initial/Subsequent Load	OPEN			$ 1,800.00	$ 1,800.00
385		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	$0.03		N/A	N/A
386		Branding - Facility Based - Initial/Subsequent Load					
387		- Branding, per trunk group	OPEN	N/A		$ 800.00	N/A
388		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A		$ 5,000.00	N/A
389		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A		N/A	$ 1,500.00
390							
391	**OPERATOR SERVICES**						
392		Fully Automated Call Processing, per call	OPEN	$ 0.15		N/A	N/A
393		Operator Assisted Call Processing - All Types (Including Busy Line Verify					
394		[BLV] and BLV/Emergency Interrupt [BLV/I]), per work second	OPEN	$ 0.03		N/A	N/A
395							
396	**DA Listings**						
397	**DA Listing License**						
398		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
399		- per listing for initial load	OPEN	N/A		$ 0.040	N/A
400		- per listing for subsequent updates	OPEN	N/A		$ 0.060	N/A
401		Option #2 Full File (all states inclusive) Billable Release					
402		- per listing for initial load	OPEN	N/A		$ 0.020	N/A
403		- per listing for subsequent updates	OPEN	N/A		$ 0.030	N/A
404		- per usage/query	OPEN	N/A		$ 0.020	N/A
405		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
406		- per listing for initial load	OPEN	N/A		$ 0.050	N/A
407		- per listing for subsequent updates	OPEN	N/A		$ 0.060	N/A
408		Option #4 Pick & Choose (by state) Billable Release					
409		- per listing for initial load	OPEN	N/A		$ 0.020	N/A
410		- per listing for subsequent updates	OPEN	N/A		$ 0.030	N/A
411		- per usage/query	OPEN	N/A		$ 0.020	N/A
412							
413	**Ancillary Message Billing Compensation (Per Message)**		OPEN	$ 0.03		N/A	N/A
414							
415	**Non Intercompany Settlement (NICS) Billing Charge (Per Message)**		Not Applicable	$ 0.05			
416							
417	**Structure Access - Poles & Ducts**			Annually			
418		Poles ($/attachment/yr.)* ##					
419		Per Foot Conduit Occupancy Fees ##		$ 2.13			
420		Full Duct ($/ft/yr.)		$ 0.86			
421		Half Duct ($/ft/yr.)		$ 0.42			
422		Application fee	OPEN			$ 200.00	
423		Unauthorized Attachment Fee				$500 per Pole	
424		Unauthorized Occupancy Fee				$50 per Conduit Foot	
425	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each						
426	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.						
427	## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31.						
428	Effective January 1, 2005 and billable semi-annually in advance in January and July of each year.						
429	New rates will be communicated to CLEC no later than November 1st for the succeeding year.						
430							
431	**Emergency Number Service Access**						
432		911 Selective Router Interconnection					
433		- Each DSO installed	USAGE	$0.00		$ 665.49	
434		- Analog Channel Interface	EVG9X	$ 26.64		$ 770.97	
435		ANI/ALI/SR and Database Management					
436		- Per 100 records, rounded up to nearest 100	9S89X	$ 3.55		$0.00	
437							

TBD -To be determined
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INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
ATT INDIANA
September 14, 2007

Line	INDIANA			Recurring		Non-Recurring	
2	**AT&T Generic Rates**		**USOC**	Monthly		First	Additional
438		Access Routing File, per carrier	USAGE	$ 50.80			
439		911 Selective Router Switch Administration					
440		- Per Selective Router	USAGE	$ 5.57		$ 1,717.33	
441							
442	**INTERCARRIER COMPENSATION**						
443							
444		**Rate for All ISP-Bound and Section 251(b)(5) Traffic, as per FCC 01-131, per MOU**	USAGE	$ 0.000700			
445							
446							
447	**TRANSIT SERVICE**						
448							
449		**Tandem Switching**					
450		per minute of use	USAGE	$ 0.004388			
451							
452		**Tandem Transport**					
453		per minute of use	USAGE	$ 0.000095			
454							
455		**Tandem Transport Facility**					
456		per minute of use	USAGE	$ 0.000056			
457							
458							
459							
460	/1/	Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana					
461							
462	/2/	Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to AT&T Indiana reservation of rights pertaining to that order,					
463		and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.					
464							
465	/3/	Rates are the result of 1/5/04 IURC order in Indiana Cause 42393. Rates are subject to each party's reservation of rights pertaining to that order, and subject to					
466		modification as a result of reconsideration, appeal, further IURC action, or other change of law.					
467							
468	/*/	As of January 5, 2003, AT&T Indiana's billing systems are unable to bill this rate/rate structure in the manner AT&T Indiana intends to eventually. AT&T Indiana may adopt					
469		interim measures in order to render a bill to CLEC for applicable charges in advance of system changes. Details of any interim measures will be made available via					
470		Accessible Letter. Please contact your AT&T Indiana local wholesale account manager with any questions.					
471							
472	/4/	Pursuant to current FCC Tariff #2 Section 4, effective from June 1, 2004, billing shall cease effective October 1, 2004.					
473							
474	***RESALE***			***RESALE DISCOUNTS***			
475		**BUSINESS**		RECURRING		NON-RECURRING	
476		**LOCAL EXCHANGE SERVICE**					
477		Business 1 Party	RESALE	21.46%		21.46%	
478		Business - Measured	RESALE	21.46%		21.46%	
479		Customer Operated Pay Telephone (COPT)	RESALE	21.46%		21.46%	
480							
481		**EXPANDED LOCAL CALLING**					
482		Extended Area Service	RESALE	21.46%		21.46%	
483							
484		**VERTICAL SERVICES**					
485		Anonymous Call Rejection	RESALE	21.46%		21.46%	
486		Repeat Dialing (Auto Redial)	RESALE	21.46%		21.46%	
487		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	21.46%		21.46%	
488		Call Blocker	RESALE	21.46%		21.46%	
489		Call Forwarding	RESALE	21.46%		21.46%	
490		Call Forwarding - Busy Line	RESALE	21.46%		21.46%	
491		Call Forwarding - Busy Line/Don't Answer	RESALE	21.46%		21.46%	
492		Call Forwarding - Don't Answer	RESALE	21.46%		21.46%	
493		Automatic CallBack (Call Return)	RESALE	21.46%		21.46%	
494		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	21.46%		21.46%	
495		Call Trace	RESALE	21.46%		21.46%	
496		Call Waiting	RESALE	21.46%		21.46%	
497		Caller ID With Name (Calling Name)	RESALE	21.46%		21.46%	
498		Caller ID (Calling Number)	RESALE	21.46%		21.46%	
499		MultiRing Service-1 (Personalized Ring - 1 Dependent Number)	RESALE	21.46%		21.46%	
500		MultiRing Service-2 (Personalized Ring - 2 Dependent Numbers)	RESALE	21.46%		21.46%	
501		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%		0.00%	
502		Selective Call Forwarding	RESALE	0.00%		0.00%	
503		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	21.46%		21.46%	
504		Remote Call Forwarding-Per Feature	RESALE	21.46%		21.46%	
505		RCF, Interstate, Interexchange	RESALE	21.46%		21.46%	
506		RCF, Intrastate	RESALE	21.46%		21.46%	
507		RCF, Interstate, International	RESALE	21.46%		21.46%	
508		RCF, Intrastate, Interexchange	RESALE	21.46%		21.46%	
509		RCF to 800	RESALE	21.46%		21.46%	
510		RCF Additional	RESALE	21.46%		21.46%	
511		Speed Calling 8	RESALE	21.46%		21.46%	
512		Speed Calling 30	RESALE	21.46%		21.46%	
513		Three Way Calling	RESALE	21.46%		21.46%	
514		Call Screening	RESALE	21.46%		21.46%	
515		Busy Line Transfer	RESALE	21.46%		21.46%	
516		Alternate Answer	RESALE	21.46%		21.46%	
517		Message Waiting - Tone	RESALE	21.46%		21.46%	
518		Easy Call	RESALE	21.46%		21.46%	
519		Prime Number Service	RESALE	21.46%		21.46%	
520		AT&T Indiana Privacy Manager	RESALE	21.46%		21.46%	
521		Name and Number Delivery Service	RESALE	21.46%		21.46%	
522							
523		**DID**					
524		DID	RESALE	21.46%		21.46%	
525							

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INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
ATT INDIANA
September 14, 2007

Line	INDIANA			Recurring		Non-Recurring	
2	**AT&T Generic Rates**		**USOC**	Monthly		First	Additional
526		**TRUNKS**					
527		Trunk	RESALE	21.46%		21.46%	
528							
529		**AIN**					
530		Area Wide Networking	RESALE	21.46%		21.46%	
531		AT&T Indiana Switch Alternate Routing (ANSAR)	RESALE	21.46%		21.46%	
532		AT&T Indiana Customer Location Alternate Routing (ACLAR)	RESALE	21.46%		21.46%	
533							
534		**OTHER**					
535		Grandfathered Services	RESALE	0.00%		0.00%	
536		Promotions (Greater than 90 days)	RESALE	21.46%		21.46%	
537		Touchtone (Business)	RESALE	21.46%		21.46%	
538		Touchtone (Trunk)	RESALE	21.46%		21.46%	
539		900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
540		976 (976 Information Delivery Service)	RESALE	0%		0%	
541		Access Services (See Current Access Tariff)	RESALE	0%		0%	
542		Additional Directory Listings	RESALE	21.46%		21.46%	
543		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
544		Connection Services	RESALE	21.46%		21.46%	
545		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
546		Shared Tenant Service	RESALE	0%		0%	
547		Restoral of Service Charge	RESALE	0%		21.46%	
548		**Data Services**					
549		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	21.46%		21.46%	
550		PBX Trunks	RESALE	21.46%		21.46%	
551		Multi-Service Optical Network (MON)	RESALE	21.46%		21.46%	
552		OCn-PTP	RESALE	21.46%		21.46%	
553		ADTS-E	RESALE	21.46%		21.46%	
554		DS0	RESALE	21.46%		21.46%	
555		DS1	RESALE	21.46%		21.46%	
556		DS3	RESALE	21.46%		21.46%	
557							
558		**ISDN**					
559		ISDN	RESALE	21.46%		21.46%	
560							
561		**DIRECTORY ASSISTANCE / OPERATOR SERVICES**					
562		Local Directory Assistance	RESALE	21.46%			
563		Local Operator Assistance Service	RESALE	21.46%			
564							
565		National Directory Assistance (NDA), per call	OPEN	$ 0.65		N/A	N/A
566		Reverse Directory Assistance (RDA), per call	OPEN	$ 0.65		N/A	N/A
567		Business Category Search (BCS) / where applicable, per call	OPEN	$ 0.65		N/A	N/A
568		Directory Assistance Call Completion (DACC), per call	OPEN	$ 0.15		N/A	N/A
569							
570		**OS/DA Automated Call Greeting and References / Rates**					
571		Branding - Other - Initial/Subsequent Load	OPEN			$ 1,800.00	$ 1,800.00
572		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	$ 0.03		N/A	N/A
573		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A		$ 5,000.00	N/A
574		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A		$ 1,500.00	N/A
575							
576		**TOLL**					
577		TOLL	RESALE	21.46%		21.46%	
578							
579		**OPTIONAL TOLL CALLING PLANS**					
580		Optional Toll Calling Plans	RESALE	21.46%		21.46%	
581							
582		**CENTREX (PLEXAR)**					
583		AT&T Indiana Centrex Service ACS	RESALE	21.46%		21.46%	
584		AT&T Indiana Centrex Network Manager	RESALE	0.00%		0.00%	
585							
586		**PRIVATE LINE**					
587		Analog Private Lines	RESALE	21.46%		21.46%	
588		Private Line Channel Services	RESALE	21.46%		21.46%	
589							
590		**RESIDENCE**				***RESALE DISCOUNTS***	
591		**LOCAL EXCHANGE SERVICE**		RECURRING		NON-RECURRING	
592		Life Line	RESALE	0.00%		0.00%	
593		Residence 1 Party	RESALE	21.46%		21.46%	
594		Residence Measured	RESALE	21.46%		21.46%	
595							
596		**EXPANDED LOCAL CALLING**					
597		Extended Area Service	RESALE	21.46%		21.46%	
598		**VERTICAL SERVICES**					
599		Anonymous Call Rejection	RESALE	21.46%		21.46%	
600		Repeat Dialing (Auto Redial)	RESALE	21.46%		21.46%	
601		Repeat Dialing - Per Use (Auto Redial - Usage Sensitive)	RESALE	21.46%		21.46%	
602		Call Blocker	RESALE	21.46%		21.46%	
603		Call Forwarding	RESALE	21.46%		21.46%	
604		Call Forwarding - Busy Line	RESALE	21.46%		21.46%	
605		Call Forwarding - Busy Line/Don't Answer	RESALE	21.46%		21.46%	
606		Call Forwarding - Don't Answer	RESALE	21.46%		21.46%	
607		Automatic Call-Back (Call Return)	RESALE	21.46%		21.46%	
608		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	21.46%		21.46%	
609		Call Trace	RESALE	21.46%		21.46%	
610		Call Waiting	RESALE	21.46%		21.46%	
611		Caller ID with Name (Calling Name)	RESALE	21.46%		21.46%	
612		Caller ID (Calling Number)	RESALE	21.46%		21.46%	
613		Multi-Ring Service - 1 (Personalized Ring - 1 dependent number)	RESALE	21.46%		21.46%	

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INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
ATT INDIANA
September 14, 2007

Line	INDIANA		Recurring		Non-Recurring	
2	**AT&T Generic Rates**	**USOC**	Monthly		First	Additional
614	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	21.46%		21.46%	
615	Remote Access to Call Forwarding (GF)	RESALE	21.46%		21.46%	
616	RCF, Interstate, Interexchange	RESALE	21.46%		21.46%	
617	RCF, Intrastate	RESALE	21.46%		21.46%	
618	RCF, Interstate, International	RESALE	21.46%		21.46%	
619	RCF, Intrastate, Interexchange	RESALE	21.46%		21.46%	
620	RCF to 800	RESALE	21.46%		21.46%	
621	RCF Additional	RESALE	21.46%		21.46%	
622	Selective Call Forwarding	RESALE	21.46%		21.46%	
623	Speed Calling 8	RESALE	21.46%		21.46%	
624	Three Way Calling	RESALE	21.46%		21.46%	
625	Call Screening	RESALE	21.46%		21.46%	
626	Busy Line Transfer	RESALE	21.46%		21.46%	
627	Alternate Answer	RESALE	21.46%		21.46%	
628	Message Waiting - Tone	RESALE	21.46%		21.46%	
629	Easy Call	RESALE	21.46%		21.46%	
630	Name and Number Delivery Service	RESALE	21.46%		21.46%	
631						
632	**ISDN**					
633	ISDN	RESALE	21.46%		21.46%	
634						
635	**OTHER**					
636	Grandfathered Services	RESALE	0.00%		0.00%	
637	Promotions (Greater than 90 Days)	RESALE	21.46%		21.46%	
638	Touchtone	RESALE	21.46%		21.46%	
639	Home Services Packages	RESALE	21.46%		21.46%	
640	900/976 Call Blocking (900/976 Call Restriction)	RESALE	21.46%		21.46%	
641	976 (976 Information Delivery Service)	RESALE	21.46%		21.46%	
642	Access Services (See Current Access Tariff)	RESALE	0.00%		0.00%	
643	Additional Directory Listings	RESALE	21.46%		21.46%	
644	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	21.46%		21.46%	
645	Connection Services	RESALE	21.46%		21.46%	
646	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0.00%		0.00%	
647	Shared Tenant Service	RESALE	0.00%		0.00%	
648						
649	**TOLL**					
650	Custom and Dedicated 800 Service (Home 800)	RESALE	21.46%		21.46%	
651	IntraLATA MTS	RESALE	21.46%		21.46%	
652	Toll Restriction	RESALE	21.46%		21.46%	
653						
654	**Electronic Billing Information Data (daily usage)**	RESALE	$0.00			
655	per message					
656						
657	**Line Connection Charge**					
658	Residence	RESALE			21.46%	
659	Business	RESALE			21.46%	
660						
661	**Service Order/Service Request Charge**					
662	Residence	RESALE			21.46%	
663	Business	RESALE			21.46%	
664						
665	**Non-Electronic (Manual) Service Order Charge**					
666	Residence	RESALE			$ 9.02	
667	Business	RESALE			$ 9.02	

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NA -Not Applicable

INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a ATT INDIANA
Collocation Rate Summary
April 24, 2007

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
2	**REAL ESTATE**				
3	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28
4	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56
5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97	
6	**COMMON SYSTEMS**				
7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86
8	**PLANNING**				
9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
10	Planning	Per Request	**NRFCD**		$5,244.43
11	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
12	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
13	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
14	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
15	**POWER PROVISIONING**				
16	**Power Panel:**				
17	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
18	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
19	**Power Cable and Infrastructure:**				
20	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
27	**Equipment Grounding:**				
28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8FCR**	$0.03	$0.92
29	**DC POWER AMPERAGE CHARGE**				
30	HVAC	Per 10 Amps	**S8GCS**	$14.62	
31	Per Amp	Per Amp	**S8GCR**	$10.61	
32	**FIBER CABLE PLACEMENT**				
33	**Central Office:**				
34	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
35	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
36	**MISCELLANEOUS & OPTIONAL COST:**				
37	**MISCELLANEOUS COSTS**				
38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
39	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
40	Space Availability Report	Per Premise	**NRFCQ**		$168.04
41	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
42	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
43	**CAGE COMMON COSTS**				
44	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	**NRL6O**		$5.29
45	**INTERCONNECTION COSTS:**				
46	**ILEC TO CLEC CONNECTION**				
47	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$3.86	$156.02
48	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$3.86	$156.02
49	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$295.42	$3,105.79
50	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$6.07	$486.89
51	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$115.30	$1,809.40
52	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$5.69	$116.67
53	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.58	$698.82
54	**CLEC TO CLEC CONNECTION**				
55	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
56	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
57	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
58	Route Design		**NRFCX**		$424.88
59	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFH**	$0.18	
60	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFJ**	$0.12	
61	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFK**	$0.31	
62	**TIME SENSITIVE ACTIVITIES**				
63	**PRE-VISITS**				
64	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
65	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
66	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
67	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
68	**CONSTRUCTION VISITS**				
69	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
70	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
71					
72	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
73	**REAL ESTATE**				
74	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8GCE**		$9.28
75	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8GCF**		$19.56
76	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8GCD**	$5.97	
77	**COMMON SYSTEMS**				
78	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8GCG**	$0.44	$59.86

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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
79	**PLANNING**				
80	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
81	Planning	Per Request	**NRFCD**		$5,244.43
82	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
83	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
84	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
85	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
86	**POWER PROVISIONING**				
87	**Power Panel:**				
88	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
89	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
90	**Power Cable and Infrastructure:**				
91	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCU**	$7.74	$1,570.84
93	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70
94	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
95	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCV**	$9.57	$1,954.85
96	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCW**	$11.39	$2,344.44
97	**Equipment Grounding:**				
98	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8GDA**	$0.03	$0.92
99	**DC POWER AMPERAGE CHARGE**				
100	HVAC	Per 10 Amps	**S8GCS**	$14.62	
101	Per Amp	Per Amp	**S8GCR**	$10.61	
102	**FIBER CABLE PLACEMENT**				
103	**Central Office:**				
104	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
105	Entrance Conduit to Vault	Per Fiber Cable Sheath	**S8GDD**	$8.76	
106	**MISCELLANEOUS & OPTIONAL COST:**				
107	**MISCELLANEOUS COSTS**				
108	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
109	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
110	Space Availability Report	Per Premise	**NRFCQ**		$168.04
111	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
112	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
113	**CAGE COMMON COSTS**				
114	Cage Preparation	Per Sq. Ft. of space used by CLEC	**S8GCH**	$0.27	$19.70
115	**INTERCONNECTION COSTS:**				
116	**ILEC TO CLEC CONNECTION**				
117	Voice Grade Arrangement	100 Copper Pairs	**S8GD4**	$4.92	$1,027.16
118	Voice Grade Arrangement	100 Shielded Pairs	**S8GD5**	$4.92	$1,027.16
119	DS1 Arrangement - DCS	28 DS1	**S8GDK**	$297.44	$3,613.06
120	DS1 Arrangement - DSX	28 DS1	**S8GDP**	$9.79	$1,346.48
121	DS3 Arrangement - DCS	1 DS3	**S8GDV**	$115.58	$2,181.58
122	DS3 Arrangement - DSX	1 DS3	**S8GDZ**	$7.14	$603.89
123	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	**S8GED**	$6.55	$1,779.78
124	**CLEC TO CLEC CONNECTION**				
125	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
126	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
127	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
128	Route Design		**NRFCX**		$424.88
129	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
130	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
131	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
132	**TIME SENSITIVE ACTIVITIES**				
133	**PRE-VISITS**				
134	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
135	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
136	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
137	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
138	**CONSTRUCTION VISITS**				
139	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
140	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
141					
142	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
143	**REAL ESTATE**				
144	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
145	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
146	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21	
147	**COMMON SYSTEMS**				
148	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45
149	**PLANNING**				
150	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
151	Planning	Per Request	**NRFCJ**		$4,601.93
152	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
153	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
154	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
155	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
156	**POWER PROVISIONING**				
157	**Power Panel:**				
158	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
159	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		

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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
160	**Power Cable and Infrastructure:**				
161	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
162	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F34**	$0.25	$48.23
163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
164	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F35**	$0.25	$48.23
165	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F36**	$0.25	$48.23
166	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
167	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
168	**Equipment Grounding:**				
169	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
170	**DC POWER AMPERAGE CHARGE**				
171	HVAC	Per 10 Amps	**S8GCS**	$14.62	
172	Per Amp	Per Amp	**S8GCR**	$10.61	
173	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
174	**FIBER CABLE PLACEMENT**				
175	**Central Office:**				
176	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable	**S8FQ9**	$4.85	$809.13
177	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
178	**CEV, HUT & Cabinets:**				
179	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
180	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
181	**MISCELLANEOUS & OPTIONAL COST:**				
182	**MISCELLANEOUS COSTS**				
183	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
184	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
185	Space Availability Report	Per Premise	**NRFCQ**		$168.04
186	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
187	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
188	**CAGELESS / POT BAY OPTIONS**				
189	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
190	Non-Standard Cabinet Bay	Each (CLEC Provided)	**NONE**		
191	VF/DS0 Termination Panel	Each (CLEC Provided)	**NONE**		
192	VF/DS0 Termination Module	Each (CLEC Provided)	**NONE**		
193	DDP-1 Panel	Each (CLEC Provided)	**NONE**		
194	DDP-1 Jack Access Card	Each (CLEC Provided)	**NONE**		
195	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	**NONE**		
196	DS3 Interconnect Module	Each (CLEC Provided)	**NONE**		
197	Fiber Optic Splitter Panel	Each (CLEC Provided)	**NONE**		
198	Fiber Termination Dual Module	Each (CLEC Provided)	**NONE**		
199	**CEV, HUT, CABINET**				
200	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
201	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
202	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
203	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
204	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
205	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
206	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
207	**INTERCONNECTION COSTS:**				
208	**ILEC TO CLEC CONNECTION**				
209	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
210	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
211	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
212	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
213	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
214	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
215	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
216	**CLEC TO CLEC CONNECTION**				
217	Cable Racking and Hole for Optica	Per Cable	**S8GFE**	$0.82	
218	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
219	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
220	Route Design		**NRFCX**		$424.88
221	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFL**	$0.18	$0.00
222	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFM**	$0.12	$0.00
223	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFN**	$0.31	$0.00
224	**PROJECT MANAGEMENT**				
225	**CEV, HUT & CABINET**				
226	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
227	**TIME SENSITIVE ACTIVITIES**				
228	**PRE-VISITS**				
229	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
230	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
231	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
232	Floor Space Planning - 1st Leve	Per 1/4 Hour	**NRFCU**		$19.24
233	**CONSTRUCTION VISITS**				
234	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
235	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
236					
237	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
238	**REAL ESTATE**				
239	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8GCL**		$92.81
240	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8GCN**		$195.57
241	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8GCK**	$64.21	

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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
242	**COMMON SYSTEMS**				
243	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8GCM**	$9.35	$760.45
244	**PLANNING**				
245	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
246	Planning	Per Request	**NRFCJ**		$4,601.93
247	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
248	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
249	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
250	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
251	**POWER PROVISIONING**				
252	**Power Panel:**				
253	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
254	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
255	**Power Cable and Infrastructure:**				
256	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3D**	$5.83	$2,100.33
257	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCX**	$7.74	$2,262.52
258	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3E**	$8.35	$2,424.71
259	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3F**	$8.96	$2,586.91
260	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCY**	$9.57	$2,749.10
261	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCZ**	$11.39	$3,236.32
262	**Equipment Grounding:**				
263	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
264	**DC POWER AMPERAGE CHARGE**				
265	HVAC	Per 10 Amps	**S8GCS**	$14.62	
266	Per Amp	Per Amp	**S8GCR**	$10.61	
267	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
268	**FIBER CABLE PLACEMENT**				
269	**Central Office:**				
270	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
271	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
272	**CEV, HUT & Cabinets:**				
273	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
274	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
275	**MISCELLANEOUS & OPTIONAL COST:**				
276	**MISCELLANEOUS COSTS**				
277	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
278	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
279	Space Availability Report	Per Premise	**NRFCQ**		$168.04
280	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
281	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
282	**CAGELESS / POT BAY OPTIONS**				
283	Standard Equipment Bay	Each	**NRFCO**	$8.89	$721.28
284	Non-Standard Cabinet Bay	Each	**NRFCP**	$17.78	$3,470.81
285	VF/DS0 Termination Panel/Module	Each	**S8GE5**	$3.10	$605.64
286	DDP-1 Panel/Jack Access Card	Each	**S8GE6**	$8.08	$1,576.65
287	DS3/STS-1 Interconnect Panel	Each	**S8GE7**	$2.38	$465.47
288	DS3 Interconnect Module	Each	**S8GE8**	$0.45	$87.35
289	Fiber Optic Splitter Panel	Each	**S8GE9**	$1.52	$297.00
290	Fiber Termination Dual Module	Each	**S8GFA**	$1.37	$267.88
291	**CEV, HUT, CABINET**				
292	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
293	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
294	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
295	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
296	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
297	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
298	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
299	**INTERCONNECTION COSTS:**				
300	**ILEC TO CLEC CONNECTION**				
301	Voice Grade Arrangement	100 Copper Pairs	**S8GD6**	$4.92	$1,027.16
302	Voice Grade Arrangement	100 Shielded Pairs	**S8GD7**	$4.92	$1,027.16
303	DS1 Arrangement - DCS	28 DS1	**S8GDL**	$297.44	$3,613.06
304	DS1 Arrangement - DSX	28 DS1	**S8GDQ**	$9.79	$1,346.48
305	DS3 Arrangement - DCS	1 DS3	**S8GDW**	$115.58	$2,181.58
306	DS3 Arrangement - DSX	1 DS3	**S8GD1**	$7.14	$603.89
307	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEE**	$6.55	$1,779.78
308	**CLEC TO CLEC CONNECTION**				
309	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
310	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
311	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
312	Route Design		**NRFCX**		$424.88
313	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
314	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
315	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
316	**PROJECT MANAGEMENT**				
317	**CEV, HUT & CABINET**				
318	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
319	**TIME SENSITIVE ACTIVITIES**				
320	**PRE-VISITS**				
321	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
322	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
323	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
324	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24

INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a ATT INDIANA
Collocation Rate Summary
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
325	**CONSTRUCTION VISITS**				
326	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
327	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
328					
329	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
330	**REAL ESTATE**				
331	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
332	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
333	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
334	**COMMON SYSTEMS**				
335	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
336	**PLANNING**				
337	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
338	Planning	Per Request	**NRFCJ**		$4,601.93
339	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
340	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
341	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
342	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
343	**POWER PROVISIONING**				
344	**Power Panel:**				
345	50 Amp	Per Power Panel (CLEC provides)	**NONE**		
346	200 Amp	Per Power Panel (CLEC provides)	**NONE**		
347	**Power Cable and Infrastructure:**				
348	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
349	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
350	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
351	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
352	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
353	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
354	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
355	**Equipment Grounding:**				
356	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
357	**DC POWER AMPERAGE CHARGE**				
358	HVAC	Per 10 Amps	**S8GCS**	$14.62	
359	Per Amp	Per Amp	**S8GCR**	$10.61	
360	**FIBER CABLE PLACEMENT**				
361	**Central Office:**				
362	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
363	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
364	**MISCELLANEOUS & OPTIONAL COST:**				
365	**MISCELLANEOUS COSTS**				
366	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
367	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
368	Space Availability Report	Per Premise	**NRFCQ**		$168.04
369	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
370	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
371	**CAGE COMMON COSTS**				
372	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
373	**INTERCONNECTION COSTS:**				
374	**ILEC TO CLEC CONNECTION**				
375	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
376	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
377	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
378	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
379	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
380	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
381	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
382					
383	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
384	**REAL ESTATE**				
385	Site Conditioning	Per Bay	**S8GCL**		$92.81
386	Safety & Security	Per Frame	**S8GCN**		$195.57
387	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
388	**COMMON SYSTEMS**				
389	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
390	**PLANNING**				
391	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
392	Planning	Per Request	**NRFCJ**		$4,601.93
393	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
394	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
395	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
396	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
397	**POWER PROVISIONING**				
398	**Power Panel:**				
399	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
400	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
401	**Power Cable and Infrastructure:**				
402	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
403	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GC1**	$7.74	$1,570.84
404	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70

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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
405	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
406	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GC2**	$9.57	$1,954.85
407	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC3**	$11.39	$2,344.44
408	**Equipment Grounding:**				
409	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
410	**DC POWER AMPERAGE CHARGE**				
411	HVAC	Per 10 Amps	**S8GCS**	$14.62	
412	Per Amp	Per Amp	**S8GCR**	$10.61	
413	**FIBER CABLE PLACEMENT**				
414	**Central Office:**				
415	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
416	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
417	**MISCELLANEOUS & OPTIONAL COST:**				
418	**MISCELLANEOUS COSTS**				
419	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
420	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
421	Space Availability Report	Per Premise	**NRFCQ**		$168.04
422	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
423	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
424	**CAGE COMMON COSTS**				
425	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
426	**INTERCONNECTION COSTS:**				
427	**ILEC TO CLEC CONNECTION**				
428	Voice Grade Arrangement	100 Copper Pairs	**S8GD8**	$4.92	$1,027.16
429	Voice Grade Arrangement	100 Shielded Pairs	**S8GD9**	$4.92	$1,027.16
430	DS1 Arrangement - DCS	28 DS1	**S8GDM**	$297.44	$3,613.06
431	DS1 Arrangement - DSX	28 DS1	**S8GDR**	$9.79	$1,346.48
432	DS3 Arrangement - DCS	1 DS3	**S8GDX**	$115.58	$2,181.58
433	DS3 Arrangement - DSX	1 DS3	**S8GD2**	$7.14	$603.89
434	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEF**	$6.55	$1,779.78
435					
436	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
437	**REAL ESTATE**				
438	Site Conditioning	Per Frame	**S8FX5**		$92.81
439	Safety & Security	Per Frame	**S8FX6**		$195.57
440	Floor Space Usage	Per Frame	**S8F62**	$28.91	
441	**COMMON SYSTEMS**				
442	Common Systems - Standard	Per Frame	**S8F64**	$10.75	
443	Common Systems - Non-Standard	Per Cabinet	**S8F65**	$19.36	
444	**PLANNING**				
445	Planning	Per Request	**NRM99**		$5,555.76
446	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
447	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
448	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
449	**POWER PROVISIONING**				
450	**Power Cable and Infrastructure:**				
451	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
452	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F37**	$0.52	
453	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GFO**	$0.52	
454	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F38**	$0.52	
455	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F39**	$0.52	
456	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GFP**	$0.52	
457	**Equipment Grounding:**				
458	Ground Cable Placement	Per Frame	**S8F69**	$0.36	
459	**DC POWER AMPERAGE CHARGE**				
460	HVAC	Per 10 Amps	**S8FXO**	$14.62	
461	Per Amp	Per Amp	**S8FXN**	$10.61	
462	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
463	**FIBER CABLE PLACEMENT**				
464	**Central Office:**				
465	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
466	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
467	**CEV, HUT & Cabinets:**				
468	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
469	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
470	**MISCELLANEOUS & OPTIONAL COST:**				
471	**MISCELLANEOUS COSTS**				
472	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
473	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
474	**VIRTUAL FRAME OPTIONS**				
475	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
476	**CEV, HUT, CABINET**				
477	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
478	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
479	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
480	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
481	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
482	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
483	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	

INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a ATT INDIANA
Collocation Rate Summary
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
484	**INTERCONNECTION COSTS:**				
485	**ILEC TO CLEC CONNECTION**				
486	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F82**	$3.86	$225.02
487	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8F83**	$3.86	$225.02
488	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F8X**	$295.42	$3,496.22
489	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F8Y**	$6.07	$651.13
490	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F8Z**	$115.30	$2,186.12
491	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F81**	$5.69	$204.42
492	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F84**	$10.47	$152.71
493	**VIRTUAL TO VIRTUAL CONNECTION**				
494	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
495	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
496	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
497	Route Design		**NRLWF**		$463.36
498	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFQ**	$0.41	$0.00
499	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFR**	$0.27	$0.00
500	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFS**	$0.81	$0.00
501	**PROJECT MANAGEMENT**				
502	**CEV, HUT & CABINET**				
503	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
504	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
505	**CENTRAL OFFICE TYPE**				
506	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
507	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMHN**		$242.35
508	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
509	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
510	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMJ9**		$242.35
511	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
512	**CEV, HUT & CABINET**				
513	Per Visit	4 Hour Minimum - Initial	**NRMJ9**		$242.35
514	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
515	**ADDITIONAL LABOR ELEMENTS**				
516	**TRAINING**				
517	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
518	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
519	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
520	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
521	**EQUIPMENT EVALUATION COST**				
522	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
523	**TEST AND ACCEPTANCE**				
524	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
525					
526	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
527	**REAL ESTATE**				
528	Site Conditioning	Per Frame	**S8FX5**		$92.81
529	Safety & Security	Per Frame	**S8FX6**		$195.57
530	Floor Space Usage	Per Frame	**S8FX1**	$28.91	
531	**COMMON SYSTEMS**				
532	Common Systems - Standard	Per Frame	**S8FX3**	$10.75	
533	Common Systems - Non-Standard	Per Frame	**S8FX4**	$19.36	
534	**PLANNING**				
535	Planning	Per Request	**NRM99**		$5,555.76
536	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
537	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
538	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
539	**POWER PROVISIONING**				
540	**Power Cable and Infrastructure:**				
541	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3G**	$5.83	$1,378.83
542	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8FX7**	$7.74	$1,570.84
543	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3H**	$8.35	$1,700.70
544	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3J**	$8.96	$1,830.56
545	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8FX8**	$9.57	$1,954.85
546	**Equipment Grounding:**				
547	Ground Cable Placement	Per Frame	**S8FX9**	$0.36	
548	**DC POWER AMPERAGE CHARGE**				
549	HVAC	Per 10 Amps	**S8FXO**	$14.62	
550	Per Amp	Per Amp	**S8FXN**	$10.61	
551	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
552	**FIBER CABLE PLACEMENT**				
553	**Central Office:**				
554	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
555	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
556	**CEV, HUT & Cabinets:**				
557	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
558	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
559	**MISCELLANEOUS & OPTIONAL COST:**				
560	**MISCELLANEOUS COSTS**				
561	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
562	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
563	**VIRTUAL FRAME OPTIONS**				
564	Standard Equipment Bay	Each	**S8FX2**	$22.19	

INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a ATT INDIANA
Collocation Rate Summary
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
565	**CEV, HUT, CABINET**				
566	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
567	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
568	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
569	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
570	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
571	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
572	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
573	**INTERCONNECTION COSTS:**				
574	**ILEC TO CLEC CONNECTION**				
575	Voice Grade Arrangement	100 Copper Pairs	**S8FXC**	$4.94	$1,481.37
576	Voice Grade Arrangement	100 Shielded Pairs	**S8FXD**	$4.94	$1,481.37
577	DS1 Arrangement - DCS	28 DS1	**S8FXE**	$297.44	$4,067.27
578	DS1 Arrangement - DSX	28 DS1	**S8FXF**	$9.79	$1,800.69
579	DS3 Arrangement - DCS	1 DS3	**S8FXG**	$115.59	$2,635.79
580	DS3 Arrangement - DSX	1 DS3	**S8FXH**	$7.14	$1,058.10
581	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8FXJ**	$6.55	$1,996.19
582	**VIRTUAL TO VIRTUAL CONNECTION**				
583	Cable Racking and Hole for Optica	Per Cable	**S8FY7**	$0.90	
584	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
585	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
586	Route Design		**NRML9**		$463.36
587	Connection for DS1	Per 28 Circuits	**S8FXL**	$3.34	$930.53
588	Connection for DS3	Per Circuit	**S8FXM**	$3.26	$706.77
589	Connection for Optical	Per Cable	**S8FXK**	$3.32	$1,095.09
590	**PROJECT MANAGEMENT**				
591	**CEV, HUT & CABINET**				
592	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
593	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
594	**CENTRAL OFFICE TYPE**				
595	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
596	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initia	**NRMHN**		$242.35
597	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
598	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
599	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initia	**NRMJ9**		$242.35
600	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
601	**CEV, HUT & CABINET**				
602	Per Visit	4 Hour Minimum - Initia	**NRMJ9**		$242.35
603	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
604	**ADDITIONAL LABOR ELEMENTS**				
605	**TRAINING**				
606	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
607	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
608	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
609	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
610	**EQUIPMENT EVALUATION COST**				
611	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
612	**TEST AND ACCEPTANCE**				
613	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
614					
615	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
616	**PLANNING**				
617	Planning - Initial	Per Request	**NRFA1**		$9,268.73
618	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
619	**REAL ESTATE**				
620	Land Rental	Per Square Foot	**S8GEN**	$0.44	
621	**POWER PROVISIONING**				
622	**Power Cable and Infrastructure:**				
623	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	**NONE**		
624	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	**NONE**		
625	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	**NONE**		
626	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	**NONE**		
627	**AC Service:**				
628	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
629	AC Usage	Per KWH	**S8GEO**	$0.05	
630	**DC POWER AMPERAGE CHARGE**				
631	Per Amp	Per Amp	**S8GCR**	$10.61	
632	**FIBER CABLE PLACEMENT**				
633	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8GF4**	$2.13	$488.48
634	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
635	**CABLE RACK**				
636	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
637	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
638	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
639	**CONDUIT PLACEMENT**				
640	DC Power Cable Rack	Per Rack	**S8GES**		$7,386.71
641	Fiber Cable Rack	Per Rack	**S8GET**		$4,711.89
642	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GEU**		$5,545.50
643	**INTERCONNECTION COSTS:**				
644	**ILEC TO CLEC CONNECTION**				
645	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3G**	$3.86	$156.02
646	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWW**	$3.86	$156.02

INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a ATT INDIANA
Collocation Rate Summary
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
647	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2L**	$295.42	$3,105.79
648	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2R**	$6.07	$486.89
649	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F23**	$115.30	$1,809.40
650	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F27**	$5.69	$116.67
651	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F3N**	$3.76	$495.49
652					
653	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
654	**PLANNING**				
655	Planning - Initial	Per Request	**NRFA1**		$9,268.73
656	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
657	**REAL ESTATE**				
658	Land Rental	Per Square Foot	**S8GEN**	$0.44	
659	**POWER PROVISIONING**				
660	**Power Cable and Infrastructure:**				
661	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC4**	$13.84	$7,853.86
662	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	**S8GC5**	$13.84	$14,584.00
663	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	**S8GC6**	$13.84	$20,338.00
664	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	**S8GC7**	$13.84	$28,143.00
665	**AC Service:**				
666	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
667	AC Usage	Per KWH	**S8GEO**	$0.05	
668	**DC POWER AMPERAGE CHARGE**				
669	Per Amp	Per Amp	**S8GCR**	$10.61	
670	**FIBER CABLE PLACEMENT**				
671	Fiber Installation	Per Fiber Cable Sheath	**S8GDF**	$2.13	$976.96
672	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
673	**CABLE RACK**				
674	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
675	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
676	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
677	**CONDUIT PLACEMENT**				
678	DC Power Cable Rack	Per 2-Duct	**S8GES**		$7,386.71
679	Fiber Cable Rack	Per 1-Duct	**S8GET**		$4,711.89
680	Interconnection Arrangement (Copper) Racking	Per 2-Duct	**S8GEU**		$5,545.50
681	**INTERCONNECTION COSTS:**				
682	**ILEC TO CLEC CONNECTION**				
683	Voice Grade Arrangement	100 Copper Pairs	**S8GEA**	$6.19	$1,371.93
684	Voice Grade Arrangement	100 Shielded Pairs	**S8GEB**	$6.19	$1,371.93
685	DS1 Arrangement - DCS	28 DS1	**S8GDN**	$439.98	$2,341.45
686	DS1 Arrangement - DSX	28 DS1	**S8GDS**	$35.04	$2,341.45
687	DS3 Arrangement - DCS	1 DS3	**S8GDY**	$242.36	$598.33
688	DS3 Arrangement - DSX	1 DS3	**S8GD3**	$12.36	$598.33
689	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	**S8GEG**	$8.25	$3,751.22
690					
691	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
692	**PLANNING**				
693	Planning	Per Request	**NRFA3**		$1,254.32
694	**CONDUIT**				
695	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
696	**INTERCONNECTION COSTS:**				
697	**ILEC TO CLEC CONNECTION**				
698	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF5**	$311.43	
699	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	**S8GF6**	$439.96	
700	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	**S8GF7**	$35.03	
701	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF8**	$311.43	
702	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF9**	$9.02	
703					
704	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
705	**PLANNING**				
706	Planning	Per Request	**NRFA3**		$1,254.32
707	**CONDUIT**				
708	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
709	**INTERCONNECTION COSTS:**				
710	**ILEC TO CLEC CONNECTION**				
711	Voice Grade/DS0 Arrangement	900 DS0	**S8GEC**	$311.43	$485.31
712	DS1 Arrangement - DCS	28 DS1	**S8GDO**	$439.96	$1,830.99
713	DS1 Arrangement - DSX	28 DS1	**S8GDT**	$35.03	$1,830.99
714	DS1 Arrangement - MDF	450 DS1	**S8GDU**	$311.43	$485.31
715	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEH**	$9.02	$3,370.20
716					
717	**RATES AND CHARGES FOR**				
718	**COMPLETE SPACE DISCONTINUANCE**				
719	Application Fee	Per Request	**NRFX1**		$503.95
720	Project Management Fee – Complete Space Discontinuance	Per Request	**NRFX2**		$2,883.10

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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
721	Remove Fiber Jumpers	Per linear foot	**NRFX3**		$18.79
722	Remove Fiber Cables	Per linear foot	**NRFX4**		$14.43
723	Remove VF/DS0 Cable	Per linear foot	**NRFX5**		$2.60
724	Remove DS1 Cable	Per linear foot	**NRFX6**		$4.89
725	Remove DS3 Cable (Coax)	Per linear foot	**NRFX7**		$3.57
726	Remove Timing Cable	Per Request	**NRFX8**		$9.64
727	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFX9**		$24.76
728	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFXA**		$22.73
729	Remove Cage Grounding Material	Each grounding lead & ground bar	**NRFXB**		$1,462.85
730	Remove Fiber Entrance Cable	Per cable removal job	**NRFXC**		$1,664.00
731	Infrastructure Maps & Records	Per cable removal job	**NRFXD**		$104.00
732	Engineering Work Order	Per cable removal job	**NRFXE**		$104.00
733	Work Group Information Distribution	Per cable removal job	**NRFXF**		$104.00
734	Restore Floor Tile – per Standard Bay	Per Standard Bay	**NRFXG**		$71.79
735	Floor Restoration Contractor Trip Charge	Per trip	**NRFXH**		$144.63
736	Restore Floor Tile	Per Non-Standard Bay	**NRFXJ**		$81.53
737					
738	**RATES AND CHARGES FOR**				
739	**SPACE REASSIGNMENT/RESTENCILING**				
740	Application Fee	Per Request	**NRFXK**		$503.95
741	Project Management Fee – Space Reassignment	Per Request	**NRFXL**		$2,883.10
742	Restencil DS0/DSL Block	Per 100 pair block	**NRFXM**		$15.33
743	Restencil DS1 Block	Per 28 DS1s	**NRFXN**		$6.02
744	Restencil DS3 Coax Cable	Per cable	**NRFXO**		$4.90
745	Restencil Fiber Cable Block	Per 12 pair cable	**NRFXP**		$91.95
746	Restencil Fiber Jumper Block	Per 4 jumpers	**NRFXQ**		$61.30
747	Restencil Power and tag cables	Per 1-4 feeds	**NRFXR**		$107.28
748	Restencil Timing Source and tag cable	Per cable	**NRFXS**		$122.60
749	Timing Record Book Update	Per element	**NRFXT**		$45.98
750	Interconnection Records Update	Per element	**NRFXU**		$296.61
751	Power Records Update	Per element	**NRFXV**		$355.94
752	Vendor Engineering	Per Space Reassignment job	**NRFXW**		$711.88
753					
754	**RATES AND CHARGES FOR**				
755	**POWER REDUCTION (CABLE REMOVAL)**				
756	Application Fee	Per Request	**NRFXX**		$503.95
757	Project Management Fee – Power Reduction(cable removal)	Per Request	**NRFXY**		$2,220.45
758	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFXZ**		$24.76
759	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFY1**		$22.73
760					
761	**RATES AND CHARGES FOR**				
762	**POWER REDUCTION (REFUSING ONLY)**				
763	Application Fee	Per Request	**NRFY2**		$503.95
764	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	**NRFY3**		$1,562.80
765	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	**NRFY4**		$2,004.57
766	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	**NRFY5**		$367.81
767	Restencil Power and tag cables	Per 1-4 feeds	**NRFY6**		$107.28
768	Power Records Update	Per element	**NRFY7**		$355.94
769	Vendor Engineering	Per Space Reassignment job	**NRFY8**		$711.88
770	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	**NRFY9**		$490.41
771	Restencil Power and tag cables	Per 1-4 feeds	**NRFYA**		$107.28
772	Power Records Update	Per element	**NRFYB**		$355.94
773	Vendor Engineering	Per Space Reassignment job	**NRFYC**		$711.88
774					
775	**RATES AND CHARGES FOR**				
776	**INTERCONNECTION TERMINATION REDUCTION**				
777	Application Fee	Per Request	**NRFYD**		$503.95
778	Project Management Fee – Interconnection Cable Reduction	Per Request	**NRFYE**		$2,441.33
779	Remove VF/DS0 Cable	Per linear foot	**NRFYF**		$2.60
780	Remove DS1 Cable	Per linear foot	**NRFYG**		$4.89
781	Remove DS3 Cable (Coax)	Per linear foot	**NRFYH**		$3.57
782	Remove Fiber Cables	Per linear foot	**NRFYJ**		$14.43
783	Remove Fiber Jumpers	Per linear foot	**NRFYK**		$18.79

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	AT&T RECURRING Monthly	AT&T NON-RECURRING Initial	AT&T NON-RECURRING Additional
	NETWORK ELEMENTS				
	Loops				
	Loops				
1	2-Wire Analog - Rural (Zone C)	U2HC1-C5	$ 14.20	See NRC prices below	
2	2-Wire Analog - Suburban (Zone B)	U2HB1-B3	$ 10.77	See NRC prices below	
3	2-Wire Analog - Metro (Zone A)	U2HAA	$ 9.13	See NRC prices below	
4	Conditioning for dB Loss				
5	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	U2WC1-C5	$ 14.47	See NRC prices below	
6	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	U2WB1-B3	$ 11.05	See NRC prices below	
7	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	U2WAA	$ 9.26	See NRC prices below	
8	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	U2JC1-C5	$ 14.47	See NRC prices below	
9	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	U2JB1-B3	$ 11.05	See NRC prices below	
10	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	U2JAA	$ 9.26	See NRC prices below	
11	2-Wire Analog - COPTS Coin - Rural (Zone C)	U2CC1-C5	$ 14.72	See NRC prices below	
12	2-Wire Analog - COPTS Coin - Suburban (Zone B)	U2CB1-B3	$ 11.32	See NRC prices below	
13	2-Wire Analog - COPTS Coin - Metro (Zone A)	U2CAA	$ 9.45	See NRC prices below	
14	2-Wire Analog - EKL - Rural (Zone C)	U2KC1-C5	$ 15.88	See NRC prices below	
15	2-Wire Analog - EKL - Suburban (Zone B)	U2KB1-B3	$ 12.57	See NRC prices below	
16	2-Wire Analog - EKL - Metro (Zone A)	U2KAA	$ 10.35	See NRC prices below	
17	4-Wire Analog - Rural (Zone C)	U4HC1-C5	$ 33.16	See NRC prices below	
18	4-Wire Analog - Suburban (Zone B)	U4HB1-B3	$ 26.66	See NRC prices below	
19	4-Wire Analog - Metro (Zone A)	U4HAA	$ 21.83	See NRC prices below	
20	2-Wire Digital - Rural (Zone C)	U2QC1-C5	$ 19.93	See NRC prices below	
21	2-Wire Digital - Suburban (Zone B)	U2QB1-B3	$ 16.22	See NRC prices below	
22	2-Wire Digital - Metro (Zone A)	U2QAA	$ 12.66	See NRC prices below	
23	DS1 Loop - Rural (Zone C)	4U1C1-C5	$ 51.71	See NRC prices below	
24	DS1 Loop - Suburban (Zone B)	4U1B1-B3	$ 44.01	See NRC prices below	
25	DS1 Loop - Metro (Zone A)	4U1AA	$ 40.65	See NRC prices below	
26	DS3 Loop - Rural (Zone C)	U4D3C	$ 479.37	See NRC prices below	
27	DS3 Loop - Suburban (Zone B)	U4D3B	$ 379.38	See NRC prices below	
28	DS3 Loop - Metro (Zone A)	U4D3A	$ 321.94	See NRC prices below	
29					
30	**DSL Capable Loops**				
31	2-Wire xDSL Loop				
32	PSD #1 - 2-Wire xDSL Loop Access Area C - Rural	2SLA3	$ 17.02	TBD	N/A
33	PSD #1 - 2-Wire xDSL Loop Access Area B - Suburban	2SLA2	$ 11.42	TBD	N/A
34	PSD #1 - 2-Wire xDSL Loop Access Area A - Metro	2SLA1	$ 9.51	TBD	N/A
35					
36	PSD #2 - 2-Wire xDSL Loop Access Area C - Rural	2SLC3	$ 17.02	TBD	N/A
37	PSD #2 - 2-Wire xDSL Loop Access Area B - Suburban	2SLC2	$ 11.42	TBD	N/A
38	PSD #2 - 2-Wire xDSL Loop Access Area A - Metro	2SLC1	$ 9.51	TBD	N/A
39					
40	PSD #3 - 2-Wire xDSL Loop Access Area C - Rural	2SLB3	$ 17.02	See NRC prices below	
41	PSD #3 - 2-Wire xDSL Loop Access Area B - Suburban	2SLB2	$ 11.42	See NRC prices below	
42	PSD #3 - 2-Wire xDSL Loop Access Area A - Metro	2SLB1	$ 9.51	See NRC prices below	
43					
44	PSD #4 - 2-Wire xDSL Loop Access Area C - Rural	2SLD3	$ 17.02	TBD	N/A
45	PSD #4 - 2-Wire xDSL Loop Access Area B - Suburban	2SLD2	$ 11.42	TBD	N/A
46	PSD #4 - 2-Wire xDSL Loop Access Area A - Metro	2SLD1	$ 9.51	TBD	N/A
47					
48	PSD #5 - 2-Wire xDSL Loop Access Area C - Rural	UWRA3	$ 17.02	See NRC prices below	
49	PSD #5 - 2-Wire xDSL Loop Access Area B - Suburban	UWRA2	$ 11.42	See NRC prices below	
50	PSD #5 - 2-Wire xDSL Loop Access Area A - Metro	UWRA1	$ 9.51	See NRC prices below	
51					
52	PSD #7 - 2-Wire xDSL Loop Access Area C - Rural	2SLF3	$ 17.02	TBD	N/A
53	PSD #7 - 2-Wire xDSL Loop Access Area B - Suburban	2SLF2	$ 11.42	TBD	N/A
54	PSD #7 - 2-Wire xDSL Loop Access Area A - Metro	2SLF1	$ 9.51	TBD	N/A
55	4-Wire xDSL Loop				
56	PSD #3 - 4-Wire xDSL Loop Access Area C - Rural	4SL13	$ 32.35	See NRC prices below	
57	PSD #3 - 4-Wire xDSL Loop Access Area B - Suburban	4SL12	$ 20.96	See NRC prices below	
58	PSD #3 - 4-Wire xDSL Loop Access Area A - Metro	4SL11	$ 17.51	See NRC prices below	
59	**IDSL Capable Loop**				
60	IDSL Loop Access Area C - Rural	UY5FC	$ 19.93	See NRC prices below	
61	IDSL Loop Access Area B - Suburban	UY5FB	$ 16.22	See NRC prices below	
62	IDSL Loop Access Area A - Metro	UY5FA	$ 12.66	See NRC prices below	
63					
64	**Loop Non-Recurring Charges**				
65	Service Order - Initial /2/ /5/ /7/ /8/	SEPUP	N/A	$ 3.62	N/A
66	Service Order - Disconnect	NR9OE	N/A	$ 1.77	N/A
67	Service Order - Subsequent	REAH9	N/A	$ 3.46	N/A
68	Loop Connection /2/ /5/ /7/ /8/	SEPUC	N/A	$ 20.43	N/A
69	Loop Disconnect	NR9OG	N/A	$ 6.71	N/A
70	Loop - Record Work Only	NR9UP	N/A	$ 2.13	N/A
72	**DS0 - Service Non-Recurring**				
73	Administration Charge, per order - Install /2/ /5/ /7/ /8/	NR9OH	N/A	$ 3.62	N/A
74	Design and CO Connection Charge, per circuit - Install /2/ /5/ /7/ /8/	NR9OK	N/A	$ 20.43	N/A
75	Carrier Connection Charge, per Termination - Install /2/ /5/ /7/ /8/	NR9ON	N/A	$0.00	N/A
76	Administration Charge, per order - Disconnect	NR9OJ	N/A	$ 1.77	N/A
77	Design and CO Connection Charge, per circuit - Disconnect	NR9OM	N/A	$ 6.71	N/A
78	Carrier Connection Charge per Termination - Disconnect	NR9OQ	N/A	$0.00	N/A
79	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	NKCU1	N/A	$ 0.36	N/A
80	Design Layout Report Date /7/	NR95O	N/A	$0.00	N/A
81	Records Issue Date /7/	NR95P	N/A	$0.00	N/A
82	Designed, Verified, and Assigned Date /7/	NR95Q	N/A	$ 7.76	N/A
83	Plant Test Date /7/	NR95R	N/A	$ 52.27	N/A

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	AT&T RECURRING Monthly	AT&T NON-RECURRING Initial	AT&T NON-RECURRING Additional
84	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	NKCUA	N/A	$ 0.36	N/A
85	Design Layout Report Date /7/	NR95S	N/A	$0.00	N/A
86	Records Issue Date /7/	NR95T	N/A	$0.00	N/A
87	Designed, Verified, and Assigned Date /7/	NR95U	N/A	$0.00	N/A
88	Plant Test Date /7/	NR95V	N/A	$0.00	N/A
89	Due Date Change Charge, per Order, per Occasion				
90	Analog Loop /7/	NR955	N/A	$ 3.62	N/A
91	DS0 Loop /7/	NR956	N/A	$ 0.26	N/A
92					
93	**DS1 - Service Non-Recurring Charges**				
94	Administration Charge, per order - Install /2/ /5/ /7/ /8/	NR9OR	N/A	$ 3.54	N/A
95	Service Provisioning Charge, per circuit, Install	NKCU2	N/A	$ 63.95	N/A
96	Administration Charge, per order - Disconnect	NR9OT	N/A	$ 2.13	N/A
97	Service Provisioning Charge, per circuit, Disconnect	NKCU3	N/A	$ 41.42	N/A
98	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached	NKCU4	N/A	$ 2.38	N/A
99	Digital DS1 Loops - Design Layout Report Date	NR95W	N/A	$ 15.04	N/A
100	Digital DS1 Loops - Record Issue Date	NR95X	N/A	$ 15.04	N/A
101	Digital DS1 Loops - Designed, Verified & Assigned Date	NR95Y	N/A	$ 45.33	N/A
102	Digital DS1 Loops - Plant Test Date	NR95Z	N/A	$ 65.75	N/A
103	**DS3 - Service Non-Recurring Charges**		N/A		N/A
104	Administration Charge, per order - Install /2/ /5/ /7/ /8/	NR9OY	N/A	$ 3.54	N/A
105	Service Provisioning Charge, per circuit, Install	NKCU5	N/A	$ 91.29	N/A
106	Administration Charge, per order - Disconnect	NR9OZ	N/A	$ 2.13	N/A
107	Service Provisioning Charge, per circuit, Disconnect	NKCU6	N/A	$ 31.48	N/A
108	Cancellation of Change Service Charge - DS3 Loop, per last critical date reached	NKCU7	N/A	$ 2.38	N/A
109	Digital DS3 Loops - Design Layout Report Date	NR951	N/A	$ 16.05	N/A
110	Digital DS3 Loops - Record Issue Date	NR952	N/A	$ 16.05	N/A
111	Digital DS3 Loops - Designed, Verified & Assigned Date	NR953	N/A	$ 43.27	N/A
112	Digital DS3 Loops - Plant Test Date	NR954	N/A	$ 66.14	N/A
113	**Service Coordination Fee, per central office /4/**	UFE	$ 5.39	N/A	N/A
114					
115	**LST**				
116	Line & Station Transfer (LST) performed on CODSLAM Loop	URCLD	N/A	$ 151.21	
117	Line & Station Transfer (LST) performed on Sub Loop	URCLB	N/A	$ 133.44	
118					
119	**Loop Qualification Process**				
120	Loop Qualification Process - Mechanized	NR98U	N/A	$0.00	N/A
121	Loop Qualification Process - Manual	NRBXU	N/A	$0.00	N/A
122					
123	**DSL Conditioning**				
124	**DSL Conditioning Options - >12KFT and < 17.5KFT**				
125	Removal of Repeater Options	NRBXV	N/A	$0.00	N/A
126	Removal Bridged Tap Option	NRBXW	N/A	$0.00	N/A
127	Removal of Load Coil	NRBXZ	N/A	$0.00	N/A
128	**DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT**				
129	Removal of Repeater Options	NRBNL	N/A	$0.00	N/A
130	Removal Bridged Tap Option	NRBNK	N/A	$0.00	N/A
131	Removal of Load Coil	NRBNJ	N/A	$0.00	N/A
132	**Remove All or NON-Excessive Bridged Tap (RABT) - MMP**				
133	Removal of non - excessive bridged tap DSL Loops > 0kft and < 17.5 Kft	NRMRJ		$ 552.22	
134	Removal of All bridged tap DSL Loops > 12 Kft to 17.5 Kft	NRMRP		$ 936.67	
135	Removal of non - excessive bridged tap DSL Loops > 17.5 Kft DSL Loops -				
136	per element incremental	NRMRS		$ 552.22	
137	Removal of All bridged tap DSL Loops > 17.5 Kft -per element incremental	NRMRM		$ 552.22	
138					
140	**SUB-LOOPS**				
141	ECS to SAI Sub-loop				
142	2-Wire Analog - area A	U7SPA	$ 1.10	See NRC prices below	
143	2-Wire Analog - area B	U7SPB	$ 1.04	See NRC prices below	
144	2-Wire Analog - area C	U7SPC	$ 1.10	See NRC prices below	
145	4-Wire Analog - area A	U7SPA	$ 2.11	See NRC prices below	
146	4-Wire Analog - area B	U7SPB	$ 2.00	See NRC prices below	
147	4-Wire Analog - area C	U7SPC	$ 2.11	See NRC prices below	
148	2-Wire DSL - area A	U7SPA	$ 1.07	See NRC prices below	
149	2-Wire DSL - area B	U7SPB	$ 0.99	See NRC prices below	
150	2-Wire DSL - area C	U7SPC	$ 1.04	See NRC prices below	
151	4-Wire DSL - area A	U7SPA	$ 2.12	See NRC prices below	
152	4-Wire DSL - area B	U7SPB	$ 1.96	See NRC prices below	
153	4-Wire DSL - area C	U7SPC	$ 2.05	See NRC prices below	
154	ECS to Terminal Sub-loop				
155	2-Wire Analog - area A	U7SQA	$ 3.50	See NRC prices below	
156	2-Wire Analog - area B	U7SQB	$ 4.14	See NRC prices below	
157	2-Wire Analog - area C	U7SQC	$ 7.17	See NRC prices below	
158	4-Wire Analog - area A	U7SQA	$ 6.33	See NRC prices below	
159	4-Wire Analog - area B	U7SQB	$ 7.50	See NRC prices below	
160	4-Wire Analog - area C	U7SQC	$ 13.39	See NRC prices below	
161	2-Wire DSL - area A	U7SQA	$ 3.55	See NRC prices below	
162	2-Wire DSL - area B	U7SQB	$ 4.21	See NRC prices below	
163	2-Wire DSL - area C	U7SQC	$ 6.96	See NRC prices below	
164	4-Wire DSL - area A	U7SQA	$ 6.82	See NRC prices below	
165	4-Wire DSL - area B	U7SQB	$ 8.06	See NRC prices below	
166	4-Wire DSL - area C	U7SQC	$ 13.69	See NRC prices below	
167	ECS to NID sub-loop				
168	2-Wire Analog - area A	U7SRA	$ 5.17	See NRC prices below	
169	2-Wire Analog - area B	U7SRB	$ 5.95	See NRC prices below	
170	2-Wire Analog - area C	U7SRC	$ 9.21	See NRC prices below	
171	4-Wire Analog - area A	U7SRA	$ 7.97	See NRC prices below	

TBD - To be determined
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NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/			USOC	AT&T RECURRING Monthly	AT&T NON-RECURRING Initial	Additional
172			4-Wire Analog - area B	U7SRB	$ 9.12	See NRC prices below	
173			4-Wire Analog - area C	U7SRC	$ 15.47	See NRC prices below	
174			2-Wire DSL - area A	U7SRA	$ 5.27	See NRC prices below	
175			2-Wire DSL - area B	U7SRB	$ 6.07	See NRC prices below	
176			2-Wire DSL - area C	U7SRC	$ 8.95	See NRC prices below	
177			4-Wire DSL - area A	U7SRA	$ 8.65	See NRC prices below	
178			4-Wire DSL - area B	U7SRB	$ 9.86	See NRC prices below	
179			4-Wire DSL - area C	U7SRC	$ 15.84	See NRC prices below	
180		SAI to Terminal Sub-loop					
181			2-Wire Analog - area A	U7SSA	$ 2.90	See NRC prices below	
182			2-Wire Analog - area B	U7SSB	$ 3.55	See NRC prices below	
183			2-Wire Analog - area C	UTSSC	$ 6.55	See NRC prices below	
184			4-Wire Analog - area A	U7SSA	$ 5.17	See NRC prices below	
185			4-Wire Analog - area B	U7SSB	$ 6.36	See NRC prices below	
186			4-Wire Analog - area C	UTSSC	$ 12.19	See NRC prices below	
187			2-Wire DSL - area A	U7SSA	$ 2.95	See NRC prices below	
188			2-Wire DSL - area B	U7SSB	$ 3.61	See NRC prices below	
189			2-Wire DSL - area C	UTSSC	$ 6.34	See NRC prices below	
190			4-Wire DSL - area A	U7SSA	$ 5.66	See NRC prices below	
191			4-Wire DSL - area B	U7SSB	$ 6.92	See NRC prices below	
192			4-Wire DSL - area C	UTSSC	$ 12.49	See NRC prices below	
193		SAI to NID Sub-loop					
194			2-Wire Analog - area A	U7STA	$ 4.57	See NRC prices below	
195			2-Wire Analog - area B	U7STB	$ 5.35	See NRC prices below	
196			2-Wire Analog - area C	U7STC	$ 8.59	See NRC prices below	
197			4-Wire Analog - area A	U7STA	$ 6.81	See NRC prices below	
198			4-Wire Analog - area B	U7STB	$ 7.98	See NRC prices below	
199			4-Wire Analog - area C	U7STC	$ 14.27	See NRC prices below	
200			2-Wire DSL - area A	U7STA	$ 4.67	See NRC prices below	
201			2-Wire DSL - area B	U7STB	$ 5.48	See NRC prices below	
202			2-Wire DSL - area C	U7STC	$ 8.33	See NRC prices below	
203			4-Wire DSL - area A	U7STA	$ 7.49	See NRC prices below	
204			4-Wire DSL - area B	U7STB	$ 8.72	See NRC prices below	
205			4-Wire DSL - area C	U7STC	$ 14.64	See NRC prices below	
206		Terminal to NID Sub-loop					
207			2-Wire Analog - area A	U7SUA	$ 2.13	See NRC prices below	
208			2-Wire Analog - area B	U7SUB	$ 2.28	See NRC prices below	
209			2-Wire Analog - area C	U7SUC	$ 2.56	See NRC prices below	
210			4-Wire Analog - area A	U7SUA	$ 2.13	See NRC prices below	
211			4-Wire Analog - area B	U7SUB	$ 2.07	See NRC prices below	
212			4-Wire Analog - area C	U7SUC	$ 2.69	See NRC prices below	
213			2-Wire DSL - area A	U7SUA	$ 2.20	See NRC prices below	
214			2-Wire DSL - area B	U7SUB	$ 2.36	See NRC prices below	
215			2-Wire DSL - area C	U7SUC	$ 2.50	See NRC prices below	
216			4-Wire DSL - area A	U7SUA	$ 2.37	See NRC prices below	
217			4-Wire DSL - area B	U7SUB	$ 2.29	See NRC prices below	
218			4-Wire DSL - area C	U7SUC	$ 2.78	See NRC prices below	
219		NID Sub-loop element					
220			2-Wire Analog - area A	PENDING	$ 0.16	See NRC prices below	
221			2-Wire Analog - area B	PENDING	$ 0.15	See NRC prices below	
222			2-Wire Analog - area C	PENDING	$ 0.15	See NRC prices below	
223			4-Wire Analog - area A	PENDING	$ 0.33	See NRC prices below	
224			4-Wire Analog - area B	PENDING	$ 0.31	See NRC prices below	
225			4-Wire Analog - area C	PENDING	$ 0.32	See NRC prices below	
226			2-Wire DSL - area A	PENDING	$ 0.16	See NRC prices below	
227			2-Wire DSL - area B	PENDING	$ 0.15	See NRC prices below	
228			2-Wire DSL - area C	PENDING	$ 0.15	See NRC prices below	
229			4-Wire DSL - area A	PENDING	$ 0.33	See NRC prices below	
230			4-Wire DSL - area B	PENDING	$ 0.31	See NRC prices below	
231			4-Wire DSL - area C	PENDING	$ 0.32	See NRC prices below	
232			2-Wire ISDN Compatible - area A	PENDING	$ 0.16	See NRC prices below	
233			2-Wire ISDN Compatible - area B	PENDING	$ 0.15	See NRC prices below	
234			2-Wire ISDN Compatible - area C	PENDING	$ 0.15	See NRC prices below	
235			4-Wire DS1 Compatible - area A	PENDING	TBD	See NRC prices below	
236			4-Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below	
237			4-Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below	
238	**Sub-Loop Non-Recurring Charges**						
239	**Analog Sub-Loop**						
240		**Service Ordering Charges**					
241			Installation, per occasion, per location	SEPUP	N/A	$ 3.62	N/A
242			Disconnect, per occasion, per location	PENDING	N/A	$ 2.13	N/A
243			Subsequent, per occasion	PENDING	N/A	$ 3.02	N/A
244			Record Work, per occasion	NR9UP	N/A	$ 1.86	N/A
245			Add or Change, per occasion	REAH9	N/A	$ 3.54	N/A
246		Sub-Loop Connection Charge, per termination		SEPUC	N/A	$ 17.82	N/A
247		Sub-Loop Disconnection Charge, per termination		PENDING	N/A	$ 5.85	N/A
248		**Sub Loop Provisioning Connect (cross-connect)**					
249			2-Wire Analog	UCXE2		$ 20.20	N/A
250			4-Wire Analog	UCXE4		$ 20.20	N/A
251			2-Wire DSL	U7XH2		$ 20.20	N/A
252			4-Wire DSL	U7XH4		$ 20.20	N/A
253			2-Wire ISDN	U7XJ2		$ 20.20	N/A
254			4-Wire DS1	U7XKX		$ 146.76	N/A
255			DS3	U7XLX		$ 162.48	N/A
256		**Sub Loop Provisioning Disconnect (for disconnect)**					
257			2-Wire Analog	NRMOU		$ 6.71	N/A
258			4-Wire Analog	NRMOV		$ 6.71	N/A

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	MICHIGAN - Generic Pricing Schedule /1/				AT&T RECURRING		AT&T NON-RECURRING	
Line				USOC	Monthly		Initial	Additional
259			2-Wire DSL	NRMOW			$ 6.71	N/A
260			4-Wire DSL	NRMOX			$ 6.71	N/A
261			2-Wire ISDL	NRMOY			$ 6.71	N/A
262			4-Wire DS1	NRMOZ			$ 52.02	N/A
263			DS3	NRMO1			$ 64.68	N/A
264		**Sub Loop Conditioning**						
265			For Sub Loop Facilities > 12Kft. And < 17.5Kft.					
266			Remove Load Coils	PENDING			$0.00	N/A
267			Remove Bridged Tap	PENDING			$0.00	N/A
268			Remove Repeater	PENDING			$0.00	N/A
269			For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.					
270			Remove Load Coils	PENDING			$0.00	N/A
271			Remove Bridged Tap	PENDING			$0.00	N/A
272			Remove Repeater	PENDING			$0.00	N/A
273								
274	**Cross Connects (for Loops)**							
275		2-Wire /4/		CXCT2	$ 0.13		N/A	N/A
276		4-Wire		CXCT4	$ 0.27		N/A	N/A
277		DS1/LT1		CXCDX	$ 16.46		N/A	N/A
278		DS3/LT3		CXCEX	$0.00		N/A	N/A
279		DS3 C.O. Cross-Connect to Collocation		CXCBX	$ 27.86		N/A	N/A
280								
281	**DS1**	**Interoffice Mileage Per Point of Termination**						
282		Zone 1		CZ4X1	$ 12.39			
283		Zone 2		CZ4X2	$ 12.28			
284		Zone 3		CZ4X3	$ 13.17			
285		Interzone		CZ4XZ	$ 13.36			
286	**DS1**	**Interoffice Mileage Per Mile**						
287		Zone 1		1YZX1	$ 0.69			
288		Zone 2		1YZX2	$ 0.77			
289		Zone 3		1YZX3	$ 0.50			
290		Interzone		1YZXZ	$ 0.20			
291	**DS1**	**Clear Channel Capability - Per DS1 Circuit Arranged**						
292		All Zones Connect		CLYX1-X3			$ 75.28	
293		All Zones Disconnect		PENDING			$0.00	
294								
295	**DS1**	**Interoffice NRC (Connect + Disconnect)**						
296		Connect Zone 1 per circuit		NKCU8			$ 57.80	
297		Connect Zone 2 per circuit		NKCU8			$ 57.80	
298		Connect Zone 3 per circuit		NKCU8			$ 57.80	
299		Disconnect Zone 1 per circuit		NKCU9			$ 22.70	
300		Disconnect Zone 2 per circuit		NKCU9			$ 22.70	
301		Disconnect Zone 3 per circuit		NKCU9			$ 22.70	
302								
303	DS1	DS1 UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order		ORCMX			$ 3.14	
304		EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order		NR9OT			$ 2.13	
305								
306	**DS3**	**Interoffice Mileage Termination - Per Point of Termination**						
307		Zone 1		CZ4W1	$ 129.82			
308		Zone 2		CZ4W2	$ 114.98			
309		Zone 3		CZ4W3	$ 110.02			
310		Interzone		CZ4WZ	$ 121.50			
311	**DS3**	**Interoffice Mileage - Per Mile**						
312		Zone 1		1YZB1	$ 6.20			
313		Zone 2		1YZB2	$ 3.84			
314		Zone 3		1YZB3	$ 9.52			
315		Interzone		1YZBZ	$ 3.73			
316								
317	**DS3**	**Interoffice NRC (Connect + Disconnect)**						
318		Connect Zone 1 per circuit		NKCUE			$ 74.59	
319		Connect Zone 2 per circuit		NKCUE			$ 74.59	
320		Connect Zone 3 per circuit		NKCUE			$ 74.59	
321		Disconnect Zone 1 per circuit		NKCUF			$ 22.70	
322		Disconnect Zone 2 per circuit		NKCUF			$ 22.70	
323		Disconnect Zone 3 per circuit		NKCUF			$ 22.70	
324								
325	DS3	Installation and Rearrangement - Admin. Charge, Connect, Per Order		ORCMX			$ 3.14	
326		Installation and Rearrangement - Admin. Charge, Disconnect, Per Order		NRBCL			$ 2.13	
327								
328	**Multiplexing**							
329		DS1 to Voice Grade All Zones, Per Arrangement		QMVX1-X3	$ 280.24		N/A	N/A
330		DS3 to DS1 All Zones, Per Arrangement		QM3X1-X3	$ 414.55		N/A	N/A
331								
332	**Dedicated Transport Cross Connects**							
333		DS1		CXCDX	$ 16.46		N/A	N/A
334		DS3		CXCEX	$0.00		N/A	N/A
335	**Cancellation or Change Service Charge, per Last Critical Date Reached**							
336		DS1						
337			Service Order Portion to be applied to each critical date below	NKCUL			$ 2.07	
338			Design Lay Out Report Date	NR95W			$ 21.09	
339			Records Issue Date	NR95X			$ 21.09	
340			Designed Verified and Assigned Date	NR95Y			$ 31.63	
341			Plant Test Date	NR95Z			$ 59.16	
342		DS3	Service Order Portion to be applied to each critical date below	NKCUM	N/A		$ 2.07	N/A
343			Design Lay Out Report Date	NR951	N/A		$ 20.38	N/A
344			Records Issue Date	NR952	N/A		$ 20.97	N/A

TBD - To be determined
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Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	AT&T RECURRING Monthly	AT&T NON-RECURRING Initial	AT&T NON-RECURRING Additional
345	Designed Verified and Assigned Date	NR953	N/A	$ 53.61	N/A
346	Plant Test Date	NR954	N/A	$ 76.53	N/A
347					
348	**Due Date Change Charge Per Order or Occasion**				
349	DS1	NR957		$ 0.43	
350	DS3	NR958		$ 0.43	
351					
352	**Special Access to UNE Conversion**				
353	Channelized DS1 without mileage design and coordination	NKCUU		$ 4.34	
354	Channelized DS1 - Design and Coordination (with Mileage)	NKCUU		$ 4.34	
355	Non-channelized DS1 without mileage design and coordination	NKCUR		$ 1.13	
356	Non-channelized DS1 facility with mileage design and coordination	NKCUR		$ 1.13	
357	Channelized DS3 with mileage design and coordination	NKCUO		$ 4.42	
358	Non-channelized DS3 facility with mileage design and coordination	NKCUQ		$ 1.13	
359	Non-Channelized DS3 Design and Coordination without mileage	NKCUQ		$ 1.13	
360	Channelized DS3 without mileage design and coordination	NKCUT		$ 4.52	
361	Project administration charge per service order	NKCUY		$ 4.30	
362					
363	**Dark Fiber**				
364	Dark Fiber Interoffice				
365	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$ 25.34	N/A	N/A
366	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$ 0.002196	N/A	N/A
367	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$ 2.11	N/A	N/A
368	Inquiry (Per Request)				
369	Dark Fiber Interoffice Transport - NRC	NR9D6	N/A	$ 338.03	N/A
370	Interoffice inquiry (Service Order) Charge, per request	NKCUN	N/A	$ 2.33	N/A
371	FIRM ORDER (Per Fiber Strand)				
372	Installation				
373	Administrative per Order	NRB51	N/A	$ 14.35	N/A
374	Dark Fiber Interoffice Transport - NRC	NRB54	N/A	$ 466.62	N/A
375	Disconnect				
376	Administrative per Order	NR9H2	N/A	$ 14.12	N/A
377	Dark Fiber Interoffice Transport - NRC	NR9H5	N/A	$ 137.30	N/A
378					
379	**Routine Modifications**				
380	Routine Modifications of Existing Facilities Charge	N3RUE	N/A	ICB	N/A
381					
382	**LNP**				
383	Local Number Portability /9/	NSR	$0.00	N/A	
384	Maintenance of Service Charge	VRP	N/A	$ 71.00	
385					
386	***OTHER***				
387	**Directory Assistance**				
388	Directory Assistance, per call	OPEN	$ 0.40	N/A	N/A
389	National Directory Assistance (NDA), per call	OPEN	$ 0.65	N/A	
390	National Directory Assistance (RDA), per call	OPEN	$ 0.65	N/A	
391	Business Category Search (BCS) where applicable, per call	OPEN	$ 0.65	N/A	
392	Directory Assistance Call Completion (DACC), per call	OPEN	$ 0.15	N/A	
393					
394	**OS/DA Automated Call Greeting and References/Rates**			N/A	
395	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN		$ 1,800.00	$ 1,800.00
396	Branding and Reference/Rate Look Up, per OS/DA call	OPEN	$ 0.03		N/A
397	Branding - Facility Based - Initial/Subsequent Load				
398	- Branding, per trunk group	OPEN		$ 800.00	$ 800.00
399	Rate Reference - Initial Load, per state, per OCN	OPEN		$ 5,000.00	
400	Rate Reference - Subsequent Load, per state, per OCN	OPEN		N/A	$ 1,500.00
401					
402	**Operator Services**				
403	Fully Automated Call Processing, per call	OPEN	$ 0.15	N/A	N/A
404	Operator Assisted Call Processing - All Types (Including Busy Line Verify (BLV)	OPEN			
405	and Busy Line Verification/Interrupt {BLVI}) per work second	OPEN	$ 0.03	N/A	N/A
406					
407	**DA Listing License**				
408	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
409	- per listing for initial load	OPEN	N/A	$ 0.040	N/A
410	- per listing for subsequent updates	OPEN	N/A	$ 0.060	N/A
411	Option #2 Full File (all states inclusive) Billable Release				
412	- per listing for initial load	OPEN	N/A	$ 0.020	N/A
413	- per listing for subsequent updates	OPEN	N/A	$ 0.030	N/A
414	- per usage/query	OPEN	N/A	$ 0.020	N/A
415	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
416	- per listing for initial load	OPEN	N/A	$ 0.050	N/A
417	- per listing for subsequent updates	OPEN	N/A	$ 0.060	N/A
418	Option #4 Pick & Choose (by state) Billable Release				
419	- per listing for initial load	OPEN	N/A	$ 0.020	N/A
420	- per listing for subsequent updates	OPEN	N/A	$ 0.030	N/A
421	- per usage/query	OPEN	N/A	$ 0.020	N/A
422					
423	**Ancillary Message Compensation (per message)**	OPEN	$ 0.03	N/A	N/A
424					
425	Non Intercompany Settlement (NICS) Billing Charge (Per Message)	Not Applicable	$ 0.05		
426					
427	**Structure Access - Poles & Ducts**		Annually		
428	Poles ($/attachment/yr.)* ##	OPEN	$ 1.57		
429	Per Foot Conduit Occupancy Fees ##	OPEN			
430	Full Duct ($/ft/yr.)	OPEN	$ 0.76		
431	Half Duct ($/ft/yr)	OPEN	$ 0.38		

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Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	AT&T RECURRING Monthly	AT&T NON-RECURRING Initial	Additional
432	Application fee	OPEN		$ 200.00	
433	Unauthorized Attachment Fee			$ 500.00	Per Pole
434	Unauthorized Occupancy Fee			$ 50.00	Per Conduit Ft
435					
436	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
437	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
438					
439	## Note: All pole and conduit license fees are for a period of one year from January 1 thru				
440					
441	911 Selective Router Interconnection				
442	- Each DSO installed				
443	- Analog Channel Interface	EVG9X	$ 19.81		$ 496.18
444	ANI/ALI/SR and Database Management				
445	- Per 100 records, rounded up to nearest 100	9S89X	$ 3.93		$0.00
446	911 Selective Router Switch Administration				
447	- Per Selective Router				
448					
449	**INTERCARRIER COMPENSATION**				
450					
451	**Rate for All ISP-Bound and Section 251 (b)(5) Traffic as per FCC 01-131, per MOU**	USAGE	$ 0.0007		
452					
453	**TRANSIT SERVICE**				
454					
455	**Tandem Switching**				
456	per minute of use	USAGE	0.000309		
457					
458	**Tandem Transport**				
459	per minute of use	USAGE	0.000105		
460					
461	**Tandem Transport Facility**				
462	per minute of use	USAGE	0.00004		
463					
464	***RESALE***		***RESALE DISCOUNTS***		
465	**BUSINESS**		RECURRING	NON-RECURRING	
466	**LOCAL EXCHANGE SERVICE**				
467	Business 1 Party	RESALE	16.62%	16.62%	
468	Business - Measured	RESALE	16.62%	16.62%	
469	Customer Operated Pay Telephone (COPT)	RESALE	N/A	16.62%	
470					
471	**EXPANDED LOCAL CALLING**				
472	Interzone	RESALE	16.62%	16.62%	
473					
474	**VERTICAL SERVICES**				
475	Anonymous Call Rejection	RESALE	16.62%	16.62%	
476	Repeat Dialing (Auto Redial)	RESALE	16.62%	16.62%	
477	Repeat Dialing - Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%	16.62%	
478	Call Blocker	RESALE	16.62%	16.62%	
479	Call Forwarding	RESALE	16.62%	16.62%	
480	Call Forwarding - Busy Line	RESALE	16.62%	16.62%	
481	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%	16.62%	
482	Call Forwarding - Don't Answer	RESALE	16.62%	16.62%	
483	Automatic CallBack (Call Return)	RESALE	16.62%	16.62%	
484	Automatic CallBack - Per Use (Call Return - Usage Sensitive)	RESALE	16.62%	16.62%	
485	Call Trace	RESALE	16.62%	16.62%	
486	Call Waiting	RESALE	16.62%	16.62%	
487	Caller ID With Name (Calling Name)	RESALE	16.62%	16.62%	
488	Caller ID (Calling Number)	RESALE	16.62%	16.62%	
489	MultiRing Service - 1 (Personalized Ring -1 Dependent Number)	RESALE	16.62%	16.62%	
490	MultiRing Service - 2 (Personalized Ring - 2 Dependent Numbers)	RESALE	16.62%	16.62%	
491	Remote Access to Call Forwarding (Grandfathered)	RESALE	0%	0%	
492	Selective Call Forwarding	RESALE	0%	0%	
493	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	16.62%	16.62%	
494	Remote Call Forwarding - Per Feature	RESALE	16.62%	16.62%	
495	RCF, Interstate, Interexchange	RESALE	16.62%	16.62%	
496	RCF, Intrastate	RESALE	16.62%	16.62%	
497	RCF, Interstate, International	RESALE	16.62%	16.62%	
498	RCF, Intrastate, Interexchange	RESALE	16.62%	16.62%	
499	RCF to 800	RESALE	16.62%	16.62%	
500	RCF Additional	RESALE	16.62%	16.62%	
501	Speed Calling 8	RESALE	16.62%	16.62%	
502	Speed Calling 30	RESALE	16.62%	16.62%	
503	Three Way Calling	RESALE	16.62%	16.62%	
504	Call Screening	RESALE	16.62%	16.62%	
505	Busy Line Transfer	RESALE	16.62%	16.62%	
506	Alternate Answer	RESALE	16.62%	16.62%	
507	Message Waiting - Tone	RESALE	16.62%	16.62%	
508	Easy Call	RESALE	16.62%	16.62%	
509	Prime Number Service	RESALE	16.62%	16.62%	
510	AT&T Michigan Privacy Manager	RESALE	16.62%	16.62%	
511	Name and Number Delivery Service	RESALE	16.62%	16.62%	
512					
513	**DID**				
514	DID	RESALE	16.62%	16.62%	
515					
516	**TRUNKS**				
517	Trunk	RESALE	16.62%	16.62%	
518					

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

	MICHIGAN - Generic Pricing Schedule /1/		AT&T RECURRING		AT&T NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
519	**AIN**					
520	Area Wide Networking	RESALE	16.62%		16.62%	
521	AT&T Michigan Switch Alternate Routing (ANSAR)	RESALE	16.62%		16.62%	
522	AT&T Michigan Customer Location Alternate Routing (ACLAR)	RESALE	16.62%		16.62%	
523						
524	**OTHER**					
525	Grandfathered Services	RESALE	0.00%		0.00%	
526	Promotions (Greater than 90 days)	RESALE	16.62%		16.62%	
527	TouchTone (Business)	RESALE	16.62%		16.62%	
528	TouchTone (Trunk)	RESALE	16.62%		16.62%	
529	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
530	976 (976 Information Delivery Service)	RESALE	0%		0%	
531	Access Services (See Current Access Tariff)	RESALE	0%		0%	
532	Additional Directory Listings	RESALE	16.62%		16.62%	
533	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
534	Connection Services	RESALE	16.62%		16.62%	
535	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
536	Shared Tenant Service	RESALE	0%		0%	
537						
538	**Data Services**					
539	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	16.62%		16.62%	
540	PBX Trunks	RESALE	16.62%		16.62%	
541	Multi-Service Optical Network (MON)	RESALE	16.62%		16.62%	
542	OCn-PTP	RESALE	16.62%		16.62%	
543	ADTS-E	RESALE	16.62%		16.62%	
544	DS0	RESALE	16.62%		16.62%	
545	DS1	RESALE	16.62%		16.62%	
546	DS3	RESALE	16.62%		16.62%	
547						
548	**ISDN**					
549	ISDN	RESALE	16.62%		16.62%	
550						
551	**DIRECTORY ASSISTANCE/OPERATOR SERVICES**					
552	Directory Assistance Services	RESALE	16.62%		N/A	
553	Local Operator Assistance Service	RESALE	16.62%		N/A	
554						
555	National Directory Assistance (NDA), per call	OPEN	$ 0.65		N/A	
556	National Directory Assistance (RDA), per call	OPEN	$ 0.65		N/A	
557	Business Category Search (BCS) where applicable, per call	OPEN	$ 0.65		N/A	
558	Directory Assistance Call Completion (DACC), per call	OPEN	$ 0.15		N/A	
559						
560	**OS/DA Automated Call Greeting and Reference/Rates**					
561	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN			$ 1,800.00	$ 1,800.00
562	Branding and Reference/Rate Look Up, per OS/DA call	OPEN	$ 0.03			N/A
563	Rate Reference - Initial Load, per state, per OCN	OPEN			$ 5,000.00	
564	Rate Reference - Subsequent Load, per state, per OCN	OPEN			N/A	$ 1,500.00
565						
566	**TOLL**					
567	TOLL	RESALE	16.62%		16.62%	
568						
569	**OPTIONAL TOLL CALLING PLANS**					
570	Optional Toll Calling Plans	RESALE	16.62%		16.62%	
571						
572	**CENTREX (PLEXAR)**					
573	AT&T Michigan Centrex Service ACS	RESALE	16.62%		16.62%	
574	AT&T Michigan Centrex Network Manager	RESALE	0%		0%	
575						
576	**PRIVATE LINE**					
577	Analog Private Lines	RESALE	16.62%		16.62%	
578	Private Line Channel Services	RESALE	16.62%		16.62%	
579						
580	**RESIDENCE**		***RESALE DISCOUNTS***			
581	LOCAL EXCHANGE SERVICE		RECURRING		NON-RECURRING	
582	Life Line	RESALE	0%		0%	
583	Residence 1 Party	RESALE	16.62%		16.62%	
584	Residence Measured	RESALE	16.62%		16.62%	
585						
586	**EXPANDED LOCAL CALLING**					
587	Interzone	RESALE	16.62%		16.62%	
588						
589	**VERTICAL SERVICES**					
590	Anonymous Call Rejection	RESALE	16.62%		16.62%	
591	Repeat Dialing (Auto Redial)	RESALE	16.62%		16.62%	
592	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%		16.62%	
593	Call Blocker	RESALE	16.62%		16.62%	
594	Call Forwarding	RESALE	16.62%		16.62%	
595	Call Forwarding - Busy Line	RESALE	16.62%		16.62%	
596	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%		16.62%	
597	Call Forwarding - Don't Answer	RESALE	16.62%		16.62%	
598	Automatic Call-Back (Call Return)	RESALE	16.62%		16.62%	
599	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	16.62%		16.62%	
600	Call Trace	RESALE	16.62%		16.62%	
601	Call Waiting	RESALE	16.62%		16.62%	
602	Caller ID with Name (Calling Name)	RESALE	16.62%		16.62%	
603	Caller ID (Calling Number)	RESALE	16.62%		16.62%	
604	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	16.62%		16.62%	
605	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	16.62%		16.62%	
606	Priority Call	RESALE	16.62%		16.62%	

TBD - To be determined
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	MICHIGAN - Generic Pricing Schedule /1/			AT&T RECURRING		AT&T NON-RECURRING	
Line			USOC	Monthly		Initial	Additional
607		Remote Access to Call Forwarding (GF)	RESALE	0%		0%	
608		RCF, Interstate, Interexchange	RESALE	16.62%		16.62%	
609		RCF, Intrastate	RESALE	16.62%		16.62%	
610		RCF, Interstate, International	RESALE	16.62%		16.62%	
611		RCF, Intrastate, Interexchange	RESALE	16.62%		16.62%	
612		RCF to 800	RESALE	16.62%		16.62%	
613		RCF Additional	RESALE	16.62%		16.62%	
614		Selective Call Forwarding	RESALE	16.62%		16.62%	
615		Speed Calling 8	RESALE	16.62%		16.62%	
616		Three Way Calling	RESALE	16.62%		16.62%	
617		Call Screening	RESALE	16.62%		16.62%	
618		Busy Line Transfer	RESALE	16.62%		16.62%	
619		Alternate Answer	RESALE	16.62%		16.62%	
620		Message Waiting - Tone	RESALE	16.62%		16.62%	
621		Easy Call	RESALE	16.62%		16.62%	
622		AT&T Michigan Privacy Manager	RESALE	16.62%		16.62%	
623		Name and Number Delivery Service	RESALE	16.62%		16.62%	
624							
625		**ISDN**					
626		ISDN	RESALE	16.62%		16.62%	
627							
628		**OTHER**					
629		Grandfathered Services	RESALE	0%		0%	
630		Promotions (Greater than 90 Days)	RESALE	16.62%		16.62%	
631		TouchTone	RESALE	16.62%		16.62%	
632		Home Services Packages	RESALE	16.62%		16.62%	
633		900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
634		976 (976 Information Delivery Service)	RESALE	0%		0%	
635		Access Services (See Current Access Tariff)	RESALE	0%		0%	
636		Additional Directory Listings	RESALE	16.62%		16.62%	
637		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
638		Connection Services	RESALE	16.62%		16.62%	
639		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
640		Shared Tenant Service	RESALE	0%		0%	
641		Restoral of Service Charge	RESALE			Current Tariff 20 Part 22 Section 2	
642							
643		**TOLL**					
644		Toll	RESALE	16.62%		16.62%	
645							
646		**Electronic Billing Information Data (daily usage)**	RESALE	$0.00			
647		per message					
648							
649		**Line Connection Charge**					
650		Residence	RESALE			Current Tariff 20 Part 22 Section 2	
651		Business	RESALE			Current Tariff 20 Part 22 Section 2	
652		**Service Order/Service Request Charge**					
653		Residence	RESALE			Current Tariff 20 Part 22 Section 2	
654		Business	RESALE			Current Tariff 20 Part 22 Section 2	
655		**Non-Electronic (Manual) Service Order Charge**					
656		Residence	RESALE			Current Tariff 20 Part 22 Section 2	
657		Business	RESALE			Current Tariff 20 Part 22 Section 2	
658							
659	**Notes**						
660							
661							
662	**/2/**	**Does not apply to pre-existing UNE-P Currently Combined Installations.**					
663	**/3/**	**Only applies to pre-existing UNE-P Migrations.**					
664	**/4/**	**Applies only once per UNE-P Combination.**					
665	**/5/**	**Does not apply to Special Access to UNE conversions.**					
666	**/6/**	**Does not apply to new UNE-P installations.**					
667	**/7/**	**Does not apply to new EEL installations.**					
668	**/8/**	**Does not apply to pre-existing UNE-P Migrations.**					
669	*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**						
670							
671							

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

MICHIGAN BELL TELEPHONE COMPANY d/b/a ATT MICHIGAN
COLLOCATION RATE SUMMARY
April 24, 2007

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
2	1	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
3	2	**REAL ESTATE**				
4	3	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28
5	4	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56
6	5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97	
7	6	**COMMON SYSTEMS**				
8	7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86
9	8	**PLANNING**				
10	9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
11	10	Planning	Per Request	**NRFCD**		$5,244.43
12	11	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
13	12	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
14	13	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
15	14	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
16	15	**POWER PROVISIONING**				
17	16	**Power Panel:**				
18	17	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
19	18	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
20	19	**Power Cable and Infrastructure:**				
21	20	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
22	21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
23	22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
24	23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
25	24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
26	25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
27	26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
28	27	**Equipment Grounding:**				
29	28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8FCR**	$0.03	$0.92
30	29	**DC POWER AMPERAGE CHARGE**				
31	30	HVAC	Per 10 Amps	**S8GCS**	$14.62	
32	31	Per Amp	Per Amp	**S8GCR**	$10.61	
33	32	**FIBER CABLE PLACEMENT**				
34	33	**Central Office:**				
35	34	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
36	35	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
37	36	**MISCELLANEOUS & OPTIONAL COST:**				
38	37	**MISCELLANEOUS COSTS**				
39	38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
40	39	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
41	40	Space Availability Report	Per Premise	**NRFCQ**		$168.04
42	41	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
43	42	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
44	43	**CAGE COMMON COSTS**				
45	44	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	**NRL6O**		$5.29
46	45	**INTERCONNECTION COSTS:**				
47	46	**ILEC TO CLEC CONNECTION**				
48	47	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$3.86	$156.02
49	48	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$3.86	$156.02
50	49	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$295.42	$3,105.79
51	50	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$6.07	$486.89
52	51	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$115.30	$1,809.40
53	52	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$5.69	$116.67
54	53	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.58	$698.82
55	54	**CLEC TO CLEC CONNECTION**				
56	55	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
57	56	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
58	57	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
59	58	Route Design		**NRFCX**		$424.88
60	59	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFH**	$0.18	
61	60	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFJ**	$0.12	
62	61	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFK**	$0.31	
63	62	**TIME SENSITIVE ACTIVITIES**				
64	63	**PRE-VISITS**				
65	64	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
66	65	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
67	66	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
68	67	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
69	68	**CONSTRUCTION VISITS**				
70	69	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
71	70	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
72	71					
73	72	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
74	73	**REAL ESTATE**				
75	74	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8GCE**		$9.28
76	75	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8GCF**		$19.56
77	76	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8GCD**	$5.97	
78	77	**COMMON SYSTEMS**				
79	78	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8GCG**	$0.44	$59.86
80	79	**PLANNING**				

MICHIGAN BELL TELEPHONE COMPANY d/b/a ATT MICHIGAN
COLLOCATION RATE SUMMARY
April 24, 2007

	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
81	80	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
82	81	Planning	Per Request	**NRFCD**		$5,244.43
83	82	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
84	83	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
85	84	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
86	85	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
87	86	**POWER PROVISIONING**				
88	87	**Power Panel:**				
89	88	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
90	89	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
91	90	**Power Cable and Infrastructure:**				
92	91	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
93	92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCU**	$7.74	$1,570.84
94	93	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70
95	94	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
96	95	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCV**	$9.57	$1,954.85
97	96	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCW**	$11.39	$2,344.44
98	97	**Equipment Grounding:**				
99	98	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8GDA**	$0.03	$0.92
100	99	**DC POWER AMPERAGE CHARGE**				
101	100	HVAC	Per 10 Amps	**S8GCS**	$14.62	
102	101	Per Amp	Per Amp	**S8GCR**	$10.61	
103	102	**FIBER CABLE PLACEMENT**				
104	103	**Central Office:**				
105	104	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
106	105	Entrance Conduit to Vault	Per Fiber Cable Sheath	**S8GDD**	$8.76	
107	106	**MISCELLANEOUS & OPTIONAL COST:**				
108	107	**MISCELLANEOUS COSTS**				
109	108	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
110	109	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
111	110	Space Availability Report	Per Premise	**NRFCQ**		$168.04
112	111	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
113	112	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
114	113	**CAGE COMMON COSTS**				
115	114	Cage Preparation	Per Sq. Ft. of space used by CLEC	**S8GCH**	$0.27	$19.70
116	115	**INTERCONNECTION COSTS:**				
117	116	**ILEC TO CLEC CONNECTION**				
118	117	Voice Grade Arrangement	100 Copper Pairs	**S8GD4**	$4.92	$1,027.16
119	118	Voice Grade Arrangement	100 Shielded Pairs	**S8GD5**	$4.92	$1,027.16
120	119	DS1 Arrangement - DCS	28 DS1	**S8GDK**	$297.44	$3,613.06
121	120	DS1 Arrangement - DSX	28 DS1	**S8GDP**	$9.79	$1,346.48
122	121	DS3 Arrangement - DCS	1 DS3	**S8GDV**	$115.58	$2,181.58
123	122	DS3 Arrangement - DSX	1 DS3	**S8GDZ**	$7.14	$603.89
124	123	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	**S8GED**	$6.55	$1,779.78
125	124	**CLEC TO CLEC CONNECTION**				
126	125	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
127	126	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
128	127	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
129	128	Route Design		**NRFCX**		$424.88
130	129	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
131	130	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
132	131	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
133	132	**TIME SENSITIVE ACTIVITIES**				
134	133	**PRE-VISITS**				
135	134	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
136	135	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
137	136	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
138	137	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
139	138	**CONSTRUCTION VISITS**				
140	139	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
141	140	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
142	141					
143	142	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
144	143	**REAL ESTATE**				
145	144	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
146	145	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
147	146	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21	
148	147	**COMMON SYSTEMS**				
149	148	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45
150	149	**PLANNING**				
151	150	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
152	151	Planning	Per Request	**NRFCJ**		$4,601.93
153	152	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
154	153	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
155	154	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
156	155	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
157	156	**POWER PROVISIONING**				
158	157	**Power Panel:**				
159	158	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
160	159	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		

MICHIGAN BELL TELEPHONE COMPANY d/b/a ATT MICHIGAN
COLLOCATION RATE SUMMARY
April 24, 2007

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
161	160	**Power Cable and Infrastructure:**				
162	161	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
163	162	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F34**	$0.25	$48.23
164	163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
165	164	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F35**	$0.25	$48.23
166	165	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F36**	$0.25	$48.23
167	166	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
168	167	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
169	168	**Equipment Grounding:**				
170	169	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
171	170	**DC POWER AMPERAGE CHARGE**				
172	171	HVAC	Per 10 Amps	**S8GCS**	$14.62	
173	172	Per Amp	Per Amp	**S8GCR**	$10.61	
174	173	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
175	174	**FIBER CABLE PLACEMENT**				
176	175	**Central Office:**				
177	176	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
178	177	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
179	178	**CEV, HUT & Cabinets:**				
180	179	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
181	180	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
182	181	**MISCELLANEOUS & OPTIONAL COST:**				
183	182	**MISCELLANEOUS COSTS**				
184	183	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
185	184	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
186	185	Space Availability Report	Per Premise	**NRFCQ**		$168.04
187	186	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
188	187	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
189	188	**CAGELESS / POT BAY OPTIONS**				
190	189	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
191	190	Non-Standard Cabinet Bay	Each (CLEC Provided)	**NONE**		
192	191	VF/DS0 Termination Panel	Each (CLEC Provided)	**NONE**		
193	192	VF/DS0 Termination Module	Each (CLEC Provided)	**NONE**		
194	193	DDP-1 Panel	Each (CLEC Provided)	**NONE**		
195	194	DDP-1 Jack Access Card	Each (CLEC Provided)	**NONE**		
196	195	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	**NONE**		
197	196	DS3 Interconnect Module	Each (CLEC Provided)	**NONE**		
198	197	Fiber Optic Splitter Panel	Each (CLEC Provided)	**NONE**		
199	198	Fiber Termination Dual Module	Each (CLEC Provided)	**NONE**		
200	199	**CEV, HUT, CABINET**				
201	200	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
202	201	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
203	202	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
204	203	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
205	204	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
206	205	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
207	206	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
208	207	**INTERCONNECTION COSTS:**				
209	208	**ILEC TO CLEC CONNECTION**				
210	209	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
211	210	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
212	211	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
213	212	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
214	213	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
215	214	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
216	215	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
217	216	**CLEC TO CLEC CONNECTION**				
218	217	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
219	218	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
220	219	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
221	220	Route Design		**NRFCX**		$424.88
222	221	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFL**	$0.18	$0.00
223	222	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFM**	$0.12	$0.00
224	223	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFN**	$0.31	$0.00
225	224	**PROJECT MANAGEMENT**				
226	225	**CEV, HUT & CABINET**				
227	226	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
228	227	**TIME SENSITIVE ACTIVITIES**				
229	228	**PRE-VISITS**				
230	229	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
231	230	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
232	231	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
233	232	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
234	233	**CONSTRUCTION VISITS**				
235	234	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
236	235	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
237	236					

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
238	237	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
239	238	**REAL ESTATE**				
240	239	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8GCL**		$92.81
241	240	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8GCN**		$195.57
242	241	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8GCK**	$64.21	
243	242	**COMMON SYSTEMS**				
244	243	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8GCM**	$9.35	$760.45
245	244	**PLANNING**				
246	245	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
247	246	Planning	Per Request	**NRFCJ**		$4,601.93
248	247	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
249	248	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
250	249	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
251	250	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
252	251	**POWER PROVISIONING**				
253	252	**Power Panel:**				
254	253	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
255	254	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
256	255	**Power Cable and Infrastructure:**				
257	256	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3D**	$5.83	$2,100.33
258	257	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCX**	$7.74	$2,262.52
259	258	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3E**	$8.35	$2,424.71
260	259	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3F**	$8.96	$2,586.91
261	260	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCY**	$9.57	$2,749.10
262	261	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCZ**	$11.39	$3,236.32
263	262	**Equipment Grounding:**				
264	263	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
265	264	**DC POWER AMPERAGE CHARGE**				
266	265	HVAC	Per 10 Amps	**S8GCS**	$14.62	
267	266	Per Amp	Per Amp	**S8GCR**	$10.61	
268	267	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
269	268	**FIBER CABLE PLACEMENT**				
270	269	**Central Office:**				
271	270	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
272	271	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
273	272	**CEV, HUT & Cabinets:**				
274	273	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
275	274	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
276	275	**MISCELLANEOUS & OPTIONAL COST:**				
277	276	**MISCELLANEOUS COSTS**				
278	277	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
279	278	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
280	279	Space Availability Report	Per Premise	**NRFCQ**		$168.04
281	280	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
282	281	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
283	282	**CAGELESS / POT BAY OPTIONS**				
284	283	Standard Equipment Bay	Each	**NRFCO**	$8.89	$721.28
285	284	Non-Standard Cabinet Bay	Each	**NRFCP**	$17.78	$3,470.81
286	285	VF/DS0 Termination Panel/Module	Each	**S8GE5**	$3.10	$605.64
287	286	DDP-1 Panel/Jack Access Card	Each	**S8GE6**	$8.08	$1,576.65
288	287	DS3/STS-1 Interconnect Panel	Each	**S8GE7**	$2.38	$465.47
289	288	DS3 Interconnect Module	Each	**S8GE8**	$0.45	$87.35
290	289	Fiber Optic Splitter Panel	Each	**S8GE9**	$1.52	$297.00
291	290	Fiber Termination Dual Module	Each	**S8GFA**	$1.37	$267.88
292	291	**CEV, HUT, CABINET**				
293	292	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
294	293	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
295	294	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
296	295	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
297	296	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
298	297	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
299	298	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
300	299	**INTERCONNECTION COSTS:**				
301	300	**ILEC TO CLEC CONNECTION**				
302	301	Voice Grade Arrangement	100 Copper Pairs	**S8GD6**	$4.92	$1,027.16
303	302	Voice Grade Arrangement	100 Shielded Pairs	**S8GD7**	$4.92	$1,027.16
304	303	DS1 Arrangement - DCS	28 DS1	**S8GDL**	$297.44	$3,613.06
305	304	DS1 Arrangement - DSX	28 DS1	**S8GDQ**	$9.79	$1,346.48
306	305	DS3 Arrangement - DCS	1 DS3	**S8GDW**	$115.58	$2,181.58
307	306	DS3 Arrangement - DSX	1 DS3	**S8GD1**	$7.14	$603.89
308	307	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEE**	$6.55	$1,779.78
309	308	**CLEC TO CLEC CONNECTION**				
310	309	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
311	310	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
312	311	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
313	312	Route Design		**NRFCX**		$424.88
314	313	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
315	314	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
316	315	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
317	316	**PROJECT MANAGEMENT**				
318	317	**CEV, HUT & CABINET**				
319	318	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
320	319	**TIME SENSITIVE ACTIVITIES**				
321	320	**PRE-VISITS**				
322	321	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
323	322	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
324	323	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
325	324	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
326	325	**CONSTRUCTION VISITS**				
327	326	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
328	327	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
329	328					
330	329	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
331	330	**REAL ESTATE**				
332	331	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
333	332	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
334	333	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
335	334	**COMMON SYSTEMS**				
336	335	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
337	336	**PLANNING**				
338	337	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
339	338	Planning	Per Request	**NRFCJ**		$4,601.93
340	339	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
341	340	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
342	341	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
343	342	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
344	343	**POWER PROVISIONING**				
345	344	**Power Panel:**				
346	345	50 Amp	Per Power Panel (CLEC provides)	**NONE**		
347	346	200 Amp	Per Power Panel (CLEC provides)	**NONE**		
348	347	**Power Cable and Infrastructure:**				
349	348	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
350	349	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
351	350	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
352	351	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
353	352	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
354	353	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
355	354	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
356	355	**Equipment Grounding:**				
357	356	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
358	357	**DC POWER AMPERAGE CHARGE**				
359	358	HVAC	Per 10 Amps	**S8GCS**	$14.62	
360	359	Per Amp	Per Amp	**S8GCR**	$10.61	
361	360	**FIBER CABLE PLACEMENT**				
362	361	**Central Office:**				
363	362	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
364	363	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
365	364	**MISCELLANEOUS & OPTIONAL COST:**				
366	365	**MISCELLANEOUS COSTS**				
367	366	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
368	367	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
369	368	Space Availability Report	Per Premise	**NRFCQ**		$168.04
370	369	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
371	370	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
372	371	**CAGE COMMON COSTS**				
373	372	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
374	373	**INTERCONNECTION COSTS:**				
375	374	**ILEC TO CLEC CONNECTION**				
376	375	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
377	376	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
378	377	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
379	378	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
380	379	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
381	380	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
382	381	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
383	382					
384	383	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
385	384	**REAL ESTATE**				
386	385	Site Conditioning	Per Bay	**S8GCL**		$92.81
387	386	Safety & Security	Per Frame	**S8GCN**		$195.57
388	387	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
389	388	**COMMON SYSTEMS**				
390	389	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
391	390	**PLANNING**				
392	391	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
393	392	Planning	Per Request	**NRFCJ**		$4,601.93
394	393	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
395	394	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
396	395	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		$2,884.60
397	396	Planning - Non-Standard	Per Request	NRFCH		$1,436.00
398	397	**POWER PROVISIONING**				
399	398	**Power Panel:**				
400	399	50 Amp	Per Power Panel	S8GC8	$15.77	$3,079.47
401	400	200 Amp	Per Power Panel	S8GC9	$18.75	$3,659.46
402	401	**Power Cable and Infrastructure:**				
403	402	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	$5.83	$1,378.83
404	403	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	$7.74	$1,570.84
405	404	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	$8.35	$1,700.70
406	405	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	$8.96	$1,830.56
407	406	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	$9.57	$1,954.85
408	407	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	$11.39	$2,344.44
409	408	**Equipment Grounding:**				
410	409	Ground Cable Placement	Per Linear Foot	S8GDC	$0.13	$5.93
411	410	**DC POWER AMPERAGE CHARGE**				
412	411	HVAC	Per 10 Amps	S8GCS	$14.62	
413	412	Per Amp	Per Amp	S8GCR	$10.61	
414	413	**FIBER CABLE PLACEMENT**				
415	414	**Central Office:**				
416	415	Fiber Cable	Per Fiber Cable Sheath	S8GDE	$4.85	$1,619.88
417	416	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	$8.76	
418	417	**MISCELLANEOUS & OPTIONAL COST:**				
419	418	**MISCELLANEOUS COSTS**				
420	419	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	$0.08	$14.81
421	420	Bits Timing	Based on two (2) leads per circuit	S8GEJ	$3.58	$698.82
422	421	Space Availability Report	Per Premise	NRFCQ		$168.04
423	422	Security Access / ID Cards	Per Five Cards	NRFCM		$123.35
424	423	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		$203.35
425	424	**CAGE COMMON COSTS**				
426	425	Cage Preparation	Per Linear Foot	S8GCJ	$1.00	$157.00
427	426	**INTERCONNECTION COSTS:**				
428	427	**ILEC TO CLEC CONNECTION**				
429	428	Voice Grade Arrangement	100 Copper Pairs	S8GD8	$4.92	$1,027.16
430	429	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	$4.92	$1,027.16
431	430	DS1 Arrangement - DCS	28 DS1	S8GDM	$297.44	$3,613.06
432	431	DS1 Arrangement - DSX	28 DS1	S8GDR	$9.79	$1,346.48
433	432	DS3 Arrangement - DCS	1 DS3	S8GDX	$115.58	$2,181.58
434	433	DS3 Arrangement - DSX	1 DS3	S8GD2	$7.14	$603.89
435	434	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	$6.55	$1,779.78
436	435					
437	436	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
438	437	**REAL ESTATE**				
439	438	Site Conditioning	Per Frame	S8FX5		$92.81
440	439	Safety & Security	Per Frame	S8FX6		$195.57
441	440	Floor Space Usage	Per Frame	S8F62	$28.91	
442	441	**COMMON SYSTEMS**				
443	442	Common Systems - Standard	Per Frame	S8F64	$10.75	
444	443	Common Systems - Non-Standard	Per Cabinet	S8F65	$19.36	
445	444	**PLANNING**				
446	445	Planning	Per Request	NRM99		$5,555.76
447	446	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		$2,224.49
448	447	Planning - Subsequent Power Cabling	Per Request	NRMAA		$2,303.84
449	448	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		$2,882.61
450	449	**POWER PROVISIONING**				
451	450	**Power Cable and Infrastructure:**				
452	451	Power Cable Rack	Per Four Power Cables or Quad	NONE		
453	452	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F37	$0.52	
454	453	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	$0.52	
455	454	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F38	$0.52	
456	455	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F39	$0.52	
457	456	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	$0.52	
458	457	**Equipment Grounding:**				
459	458	Ground Cable Placement	Per Frame	S8F69	$0.36	
460	459	**DC POWER AMPERAGE CHARGE**				
461	460	HVAC	Per 10 Amps	S8FXO	$14.62	
462	461	Per Amp	Per Amp	S8FXN	$10.61	
463	462	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	$1.27	
464	463	**FIBER CABLE PLACEMENT**				
465	464	**Central Office:**				
466	465	Fiber Cable	Per Fiber Cable Sheath	S8F8F	$11.01	$1,971.42
467	466	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	$8.17	
468	467	**CEV, HUT & Cabinets:**				
469	468	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		$53.58
470	469	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	$2.61	
471	470	**MISCELLANEOUS & OPTIONAL COST:**				
472	471	**MISCELLANEOUS COSTS**				
473	472	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	$0.08	$14.81
474	473	Bits Timing	Based on two (2) leads per circuit	S8FXS	$3.58	$698.82

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
475	474	**VIRTUAL FRAME OPTIONS**				
476	475	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
477	476	**CEV, HUT, CABINET**				
478	477	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
479	478	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
480	479	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
481	480	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
482	481	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
483	482	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
484	483	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
485	484	**INTERCONNECTION COSTS:**				
486	485	**ILEC TO CLEC CONNECTION**				
487	486	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F82**	$3.86	$225.02
488	487	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8F83**	$3.86	$225.02
489	488	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F8X**	$295.42	$3,496.22
490	489	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F8Y**	$6.07	$651.13
491	490	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F8Z**	$115.30	$2,186.12
492	491	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F81**	$5.69	$204.42
493	492	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F84**	$10.47	$152.71
494	493	**VIRTUAL TO VIRTUAL CONNECTION**				
495	494	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
496	495	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
497	496	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
498	497	Route Design		**NRLWF**		$463.36
499	498	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFQ**	$0.41	$0.00
500	499	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFR**	$0.27	$0.00
501	500	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFS**	$0.81	$0.00
502	501	**PROJECT MANAGEMENT**				
503	502	**CEV, HUT & CABINET**				
504	503	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
505	504	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
506	505	**CENTRAL OFFICE TYPE**				
507	506	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
508	507	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMHN**		$242.35
509	508	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
510	509	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
511	510	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMJ9**		$242.35
512	511	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
513	512	**CEV, HUT & CABINET**				
514	513	Per Visit	4 Hour Minimum - Initial	**NRMJ9**		$242.35
515	514	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
516	515	**ADDITIONAL LABOR ELEMENTS**				
517	516	**TRAINING**				
518	517	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
519	518	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
520	519	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
521	520	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
522	521	**EQUIPMENT EVALUATION COST**				
523	522	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
524	523	**TEST AND ACCEPTANCE**				
525	524	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
526	525					
527	526	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
528	527	**REAL ESTATE**				
529	528	Site Conditioning	Per Frame	**S8FX5**		$92.81
530	529	Safety & Security	Per Frame	**S8FX6**		$195.57
531	530	Floor Space Usage	Per Frame	**S8FX1**	$28.91	
532	531	**COMMON SYSTEMS**				
533	532	Common Systems - Standard	Per Frame	**S8FX3**	$10.75	
534	533	Common Systems - Non-Standard	Per Frame	**S8FX4**	$19.36	
535	534	**PLANNING**				
536	535	Planning	Per Request	**NRM99**		$5,555.76
537	536	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
538	537	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
539	538	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
540	539	**POWER PROVISIONING**				
541	540	**Power Cable and Infrastructure:**				
542	541	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3G**	$5.83	$1,378.83
543	542	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8FX7**	$7.74	$1,570.84
544	543	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3H**	$8.35	$1,700.70
545	544	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3J**	$8.96	$1,830.56
546	545	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8FX8**	$9.57	$1,954.85
547	546	**Equipment Grounding:**				
548	547	Ground Cable Placement	Per Frame	**S8FX9**	$0.36	
549	548	**DC POWER AMPERAGE CHARGE**				
550	549	HVAC	Per 10 Amps	**S8FXO**	$14.62	
551	550	Per Amp	Per Amp	**S8FXN**	$10.61	
552	551	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	

MICHIGAN BELL TELEPHONE COMPANY d/b/a ATT MICHIGAN
COLLOCATION RATE SUMMARY
April 24, 2007

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
553	552	**FIBER CABLE PLACEMENT**				
554	553	**Central Office:**				
555	554	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
556	555	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
557	556	**CEV, HUT & Cabinets:**				
558	557	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
559	558	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
560	559	**MISCELLANEOUS & OPTIONAL COST:**				
561	560	**MISCELLANEOUS COSTS**				
562	561	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
563	562	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
564	563	**VIRTUAL FRAME OPTIONS**				
565	564	Standard Equipment Bay	Each	**S8FX2**	$22.19	
566	565	**CEV, HUT, CABINET**				
567	566	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
568	567	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
569	568	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
570	569	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
571	570	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
572	571	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
573	572	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
574	573	**INTERCONNECTION COSTS:**				
575	574	**ILEC TO CLEC CONNECTION**				
576	575	Voice Grade Arrangement	100 Copper Pairs	**S8FXC**	$4.94	$1,481.37
577	576	Voice Grade Arrangement	100 Shielded Pairs	**S8FXD**	$4.94	$1,481.37
578	577	DS1 Arrangement - DCS	28 DS1	**S8FXE**	$297.44	$4,067.27
579	578	DS1 Arrangement - DSX	28 DS1	**S8FXF**	$9.79	$1,800.69
580	579	DS3 Arrangement - DCS	1 DS3	**S8FXG**	$115.59	$2,635.79
581	580	DS3 Arrangement - DSX	1 DS3	**S8FXH**	$7.14	$1,058.10
582	581	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8FXJ**	$6.55	$1,996.19
583	582	**VIRTUAL TO VIRTUAL CONNECTION**				
584	583	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
585	584	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
586	585	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
587	586	Route Design		**NRML9**		$463.36
588	587	Connection for DS1	Per 28 Circuits	**S8FXL**	$3.34	$930.53
589	588	Connection for DS3	Per Circuit	**S8FXM**	$3.26	$706.77
590	589	Connection for Optical	Per Cable	**S8FXK**	$3.32	$1,095.09
591	590	**PROJECT MANAGEMENT**				
592	591	**CEV, HUT & CABINET**				
593	592	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
594	593	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
595	594	**CENTRAL OFFICE TYPE**				
596	595	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
597	596	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMHN**		$242.35
598	597	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
599	598	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
600	599	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMJ9**		$242.35
601	600	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
602	601	**CEV, HUT & CABINET**				
603	602	Per Visit	4 Hour Minimum - Initial	**NRMJ9**		$242.35
604	603	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
605	604	**ADDITIONAL LABOR ELEMENTS**				
606	605	**TRAINING**				
607	606	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
608	607	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
609	608	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
610	609	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
611	610	**EQUIPMENT EVALUATION COST**				
612	611	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
613	612	**TEST AND ACCEPTANCE**				
614	613	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
615	614					
616	615	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
617	616	**PLANNING**				
618	617	Planning - Initial	Per Request	**NRFA1**		$9,268.73
619	618	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
620	619	**REAL ESTATE**				
621	620	Land Rental	Per Square Foot	**S8GEN**	$0.44	
622	621	**POWER PROVISIONING**				
623	622	**Power Cable and Infrastructure:**				
624	623	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	**NONE**		
625	624	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	**NONE**		
626	625	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	**NONE**		
627	626	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	**NONE**		
628	627	**AC Service:**				
629	628	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
630	629	AC Usage	Per KWH	**S8GEO**	$0.05	
631	630	**DC POWER AMPERAGE CHARGE**				
632	631	Per Amp	Per Amp	**S8GCR**	$10.61	

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
633	632	**FIBER CABLE PLACEMENT**				
634	633	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8GF4**	$2.13	$488.48
635	634	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
636	635	**CABLE RACK**				
637	636	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
638	637	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
639	638	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
640	639	**CONDUIT PLACEMENT**				
641	640	DC Power Cable Rack	Per Rack	**S8GES**		$7,386.71
642	641	Fiber Cable Rack	Per Rack	**S8GET**		$4,711.89
643	642	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GEU**		$5,545.50
644	643	**INTERCONNECTION COSTS:**				
645	644	**ILEC TO CLEC CONNECTION**				
646	645	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3G**	$3.86	$156.02
647	646	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWW**	$3.86	$156.02
648	647	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2L**	$295.42	$3,105.79
649	648	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2R**	$6.07	$486.89
650	649	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F23**	$115.30	$1,809.40
651	650	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F27**	$5.69	$116.67
652	651	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F3N**	$3.76	$495.49
653	652					
654	653	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
655	654	**PLANNING**				
656	655	Planning - Initial	Per Request	**NRFA1**		$9,268.73
657	656	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
658	657	**REAL ESTATE**				
659	658	Land Rental	Per Square Foot	**S8GEN**	$0.44	
660	659	**POWER PROVISIONING**				
661	660	**Power Cable and Infrastructure:**				
662	661	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC4**	$13.84	$7,853.86
663	662	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	**S8GC5**	$13.84	$14,584.00
664	663	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	**S8GC6**	$13.84	$20,338.00
665	664	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	**S8GC7**	$13.84	$28,143.00
666	665	**AC Service:**				
667	666	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
668	667	AC Usage	Per KWH	**S8GEO**	$0.05	
669	668	**DC POWER AMPERAGE CHARGE**				
670	669	Per Amp	Per Amp	**S8GCR**	$10.61	
671	670	**FIBER CABLE PLACEMENT**				
672	671	Fiber Installation	Per Fiber Cable Sheath	**S8GDF**	$2.13	$976.96
673	672	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
674	673	**CABLE RACK**				
675	674	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
676	675	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
677	676	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
678	677	**CONDUIT PLACEMENT**				
679	678	DC Power Cable Rack	Per 2-Duct	**S8GES**		$7,386.71
680	679	Fiber Cable Rack	Per 1-Duct	**S8GET**		$4,711.89
681	680	Interconnection Arrangement (Copper) Racking	Per 2-Duct	**S8GEU**		$5,545.50
682	681	**INTERCONNECTION COSTS:**				
683	682	**ILEC TO CLEC CONNECTION**				
684	683	Voice Grade Arrangement	100 Copper Pairs	**S8GEA**	$6.19	$1,371.93
685	684	Voice Grade Arrangement	100 Shielded Pairs	**S8GEB**	$6.19	$1,371.93
686	685	DS1 Arrangement - DCS	28 DS1	**S8GDN**	$439.98	$2,341.45
687	686	DS1 Arrangement - DSX	28 DS1	**S8GDS**	$35.04	$2,341.45
688	687	DS3 Arrangement - DCS	1 DS3	**S8GDY**	$242.36	$598.33
689	688	DS3 Arrangement - DSX	1 DS3	**S8GD3**	$12.36	$598.33
690	689	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	**S8GEG**	$8.25	$3,751.22
691	690					
692	691	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
693	692	**PLANNING**				
694	693	Planning	Per Request	**NRFA3**		$1,254.32
695	694	**CONDUIT**				
696	695	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
697	696	**INTERCONNECTION COSTS:**				
698	697	**ILEC TO CLEC CONNECTION**				
699	698	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF5**	$311.43	
700	699	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	**S8GF6**	$439.96	
701	700	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	**S8GF7**	$35.03	
702	701	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF8**	$311.43	
703	702	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF9**	$9.02	
704	703					

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
705	704	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
706	705	**PLANNING**				
707	706	Planning	Per Request	**NRFA3**		$1,254.32
708	707	**CONDUIT**				
709	708	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
710	709	**INTERCONNECTION COSTS:**				
711	710	**ILEC TO CLEC CONNECTION**				
712	711	Voice Grade/DS0 Arrangement	900 DS0	**S8GEC**	$311.43	$485.31
713	712	DS1 Arrangement - DCS	28 DS1	**S8GDO**	$439.96	$1,830.99
714	713	DS1 Arrangement - DSX	28 DS1	**S8GDT**	$35.03	$1,830.99
715	714	DS1 Arrangement - MDF	450 DS1	**S8GDU**	$311.43	$485.31
716	715	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEH**	$9.02	$3,370.20
717	716					
718	717	**RATES AND CHARGES FOR**				
719	718	**COMPLETE SPACE DISCONTINUANCE**				
720	719	Application Fee	Per Request	**NRFX1**		$503.95
721	720	Project Management Fee – Complete Space Discontinuance	Per Request	**NRFX2**		$2,883.10
722	721	Remove Fiber Jumpers	Per linear foot	**NRFX3**		$18.79
723	722	Remove Fiber Cables	Per linear foot	**NRFX4**		$14.43
724	723	Remove VF/DS0 Cable	Per linear foot	**NRFX5**		$2.60
725	724	Remove DS1 Cable	Per linear foot	**NRFX6**		$4.89
726	725	Remove DS3 Cable (Coax)	Per linear foot	**NRFX7**		$3.57
727	726	Remove Timing Cable	Per Request	**NRFX8**		$9.64
728	727	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFX9**		$24.76
729	728	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFXA**		$22.73
730	729	Remove Cage Grounding Material	Each grounding lead & ground bar	**NRFXB**		$1,462.85
731	730	Remove Fiber Entrance Cable	Per cable removal job	**NRFXC**		$1,664.00
732	731	Infrastructure Maps & Records	Per cable removal job	**NRFXD**		$104.00
733	732	Engineering Work Order	Per cable removal job	**NRFXE**		$104.00
734	733	Work Group Information Distribution	Per cable removal job	**NRFXF**		$104.00
735	734	Restore Floor Tile – per Standard Bay	Per Standard Bay	**NRFXG**		$71.79
736	735	Floor Restoration Contractor Trip Charge	Per trip	**NRFXH**		$144.63
737	736	Restore Floor Tile	Per Non-Standard Bay	**NRFXJ**		$81.53
738	737					
739	738	**RATES AND CHARGES FOR**				
740	739	**SPACE REASSIGNMENT/RESTENCILING**				
741	740	Application Fee	Per Request	**NRFXK**		$503.95
742	741	Project Management Fee – Space Reassignment	Per Request	**NRFXL**		$2,883.10
743	742	Restencil DS0/DSL Block	Per 100 pair block	**NRFXM**		$15.33
744	743	Restencil DS1 Block	Per 28 DS1s	**NRFXN**		$6.02
745	744	Restencil DS3 Coax Cable	Per cable	**NRFXO**		$4.90
746	745	Restencil Fiber Cable Block	Per 12 pair cable	**NRFXP**		$91.95
747	746	Restencil Fiber Jumper Block	Per 4 jumpers	**NRFXQ**		$61.30
748	747	Restencil Power and tag cables	Per 1-4 feeds	**NRFXR**		$107.28
749	748	Restencil Timing Source and tag cable	Per cable	**NRFXS**		$122.60
750	749	Timing Record Book Update	Per element	**NRFXT**		$45.98
751	750	Interconnection Records Update	Per element	**NRFXU**		$296.61
752	751	Power Records Update	Per element	**NRFXV**		$355.94
753	752	Vendor Engineering	Per Space Reassignment job	**NRFXW**		$711.88
754	753					
755	754	**RATES AND CHARGES FOR**				
756	755	**POWER REDUCTION (CABLE REMOVAL)**				
757	756	Application Fee	Per Request	**NRFXX**		$503.95
758	757	Project Management Fee – Power Reduction(cable removal)	Per Request	**NRFXY**		$2,220.45
759	758	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFXZ**		$24.76
760	759	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFY1**		$22.73
761	760					
762	761	**RATES AND CHARGES FOR**				
763	762	**POWER REDUCTION (REFUSING ONLY)**				
764	763	Application Fee	Per Request	**NRFY2**		$503.95
765	764	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	**NRFY3**		$1,562.80
766	765	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	**NRFY4**		$2,004.57
767	766	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	**NRFY5**		$367.81
768	767	Restencil Power and tag cables	Per 1-4 feeds	**NRFY6**		$107.28
769	768	Power Records Update	Per element	**NRFY7**		$355.94
770	769	Vendor Engineering	Per Space Reassignment job	**NRFY8**		$711.88
771	770	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	**NRFY9**		$490.41
772	771	Restencil Power and tag cables	Per 1-4 feeds	**NRFYA**		$107.28
773	772	Power Records Update	Per element	**NRFYB**		$355.94
774	773	Vendor Engineering	Per Space Reassignment job	**NRFYC**		$711.88
775	774					
776	775	**RATES AND CHARGES FOR**				
777	776	**INTERCONNECTION TERMINATION REDUCTION**				
778	777	Application Fee	Per Request	**NRFYD**		$503.95
779	778	Project Management Fee – Interconnection Cable Reduction	Per Request	**NRFYE**		$2,441.33
780	779	Remove VF/DS0 Cable	Per linear foot	**NRFYF**		$2.60
781	780	Remove DS1 Cable	Per linear foot	**NRFYG**		$4.89
782	781	Remove DS3 Cable (Coax)	Per linear foot	**NRFYH**		$3.57
783	782	Remove Fiber Cables	Per linear foot	**NRFYJ**		$14.43
784	783	Remove Fiber Jumpers	Per linear foot	**NRFYK**		$18.79

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
September 12, 2007

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring	
2	***NETWORK ELEMENTS***					
3	**Loops**					
4		2-Wire Analog - Metro (Access Area B)	U2HXB	$ 9.46	See NRC prices below	
5		2-Wire Analog - Suburban (Access Area C)	U2HXC	$ 12.52	See NRC prices below	
6		2-Wire Analog - Rural (Access Area D)	U2HXD	$ 13.65	See NRC prices below	
7		2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	$ 8.61	See NRC prices below	
8		2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	$ 13.50	See NRC prices below	
9		2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	$ 14.72	See NRC prices below	
10		2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	$ 8.61	See NRC prices below	
11		2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	$ 13.50	See NRC prices below	
12		2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	$ 14.72	See NRC prices below	
13		2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	$ 8.67	See NRC prices below	
14		2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	$ 13.76	See NRC prices below	
15		2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	$ 14.99	See NRC prices below	
16		2-Wire EKL - Metro (Access Area B)	U2KXB	$ 9.46	See NRC prices below	
17		2-Wire EKL - Suburban (Access Area C)	U2KXC	$ 17.15	See NRC prices below	
18		2-Wire EKL - Rural (Access Area D)	U2KXD	$ 18.50	See NRC prices below	
19		Conditioning for dB Loss			See NRC prices below	
20		4-Wire Analog - Metro (Access Area B)	U4HXB	$ 17.75	See NRC prices below	
21		4-Wire Analog - Suburban (Access AreaC)	U4HXC	$ 29.31	See NRC prices below	
22		4-Wire Analog - Rural (Access Area D)	U4HXD	$ 31.81	See NRC prices below	
23		2-Wire Digital - Metro (Access Area B)	U2QXB	$ 10.49	See NRC prices below	
24		2-Wire Digital - Suburban (Access Area C)	U2QXC	$ 17.10	See NRC prices below	
25		2-Wire Digital - Rural (Access Area D)	U2QXD	$ 18.96	See NRC prices below	
26		DS1 - Metro (Access Area B)	4U1XB	$ 31.77		
27		DS1 - Suburban (Access Area C)	4U1XC	$ 46.79		
28		DS1 - Rural (Access Area D)	4U1XD	$ 50.38		
29		DS3 - Metro (Access Area B)	U4D3A	$ 335.08		
30		DS3- Suburban (Access Area C)	U4D3B	$ 409.73		
31		DS3 - Rural (Access Area D)	U4D3C	$ 523.90		
32						
33	**DSL Capable Loops**					
34		**2-Wire xDSL Loop**				
35		PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	$ 9.46	See NRC prices below	
36		PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	$ 12.52	See NRC prices below	
37		PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	$ 13.65	See NRC prices below	
38						
39		PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	$ 9.46	See NRC prices below	
40		PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	$ 12.52	See NRC prices below	
41		PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	$ 13.65	See NRC prices below	
42						
43		PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	$ 9.46	See NRC prices below	
44		PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	$ 12.52	See NRC prices below	
45		PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	$ 13.65	See NRC prices below	
46						
47		PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	$ 9.46	See NRC prices below	
48		PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	$ 12.52	See NRC prices below	
49		PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	$ 13.65	See NRC prices below	
50						
51		PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	$ 9.46	See NRC prices below	
52		PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	$ 12.52	See NRC prices below	
53		PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	$ 13.65	See NRC prices below	
54						
55		PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	$ 9.46	See NRC prices below	
56		PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	$ 12.52	See NRC prices below	
57		PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	$ 13.65	See NRC prices below	
58		**4-Wire xDSL Loop**				
59		PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	$ 17.75	See NRC prices below	
60		PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	$ 29.31	See NRC prices below	
61		PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	$ 31.81	See NRC prices below	
62		**IDSL Capable Loop**				
63		IDSL Loop Access Area B - Metro	UY5FB	$ 6.38	See NRC prices below	
64		IDSL Loop Access Area C - Suburban	UY5FC	$ 9.34	See NRC prices below	
65		IDSL Loop Access Area D - Rural	UY5FD	$ 10.79	See NRC prices below	
66						
67	**Loop Non-Recurring Charges**					
68		Service Ordering - Per Order	SEPUP	N/A	$ 16.02	N/A
69		Service Ordering - Add/Change Per Order	REAH9	N/A	$ 16.02	N/A
70		Line Connection - Per Loop	SEPUC	N/A	$ 30.61	N/A
71		Line Connection - Add/Change Per Loop	REAH5	N/A	$ 30.61	N/A
72						

TBD - To be determined
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Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring	
73	**Loop Non-Recurring Charges (DS3 Loops)**					
74	##	DS3 - Administrative	NR9OY	N/A	$ 205.57	N/A
75	##	DS3 - Design & Central Office	NR9O1	N/A	$ 643.36	N/A
76	##	DS3 - Customer Connection	NR9O3	N/A	$ 219.32	N/A
77						
78	**Service Coordination fee per account, per CO.**			$ 0.48		
79						
80	**LST**					
81	##	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	$ 172.76	
82		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	$ 153.03	
83						
84	**Loop Qualification Process**					
85	**	Loop Qualification Process - Mechanized	NR98U	N/A	$0.00	N/A
86	**	Loop Qualification Process - Manual	NRBXU	N/A	$ 22.50	N/A
87						
88	**** Interim loop qualification rates ordered by the PUCO in Docket Nos. 96-922-TP-UNC and 00-1368-TP-ATA, on March 13, 2003 and shall be subject**					
89	**to retroactive true-up upon the establishment of final rate(s) by the PUCO back to the later of: (1) March 13, 2003; (2) the effective date of this**					
90	**Agreement; or (3) the effective date of the Amendment incorporating this Pricing Schedule into the Agreement.**					
91						
92	**xDSL Conditioning Options**					
93						
94	***	DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	NRMN6	N/A	$ 10.28	N/A
95	***	DSL Generic Conditioning all PSD's > 17.5 KFT	NRMN7	N/A	$ 66.10	N/A
96						
97	***	**DSL Conditioning Options - >12KFT and < 17.5KFT**				
98	***	Removal of Repeater Options	NRBXV	N/A	$0.00	N/A
99	***	Removal Bridged Tap Option	NRBXW	N/A	$0.00	N/A
100	***	Removal of Load Coil	NRBXZ	N/A	$0.00	N/A
101	***	**DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT**				
102	***	Removal of Repeater Options	NRBNL	N/A	$0.00	N/A
103	***	Removal Bridged Tap Option	NRBNK	N/A	$0.00	N/A
104	***	Removal of Load Coil	NRBNJ	N/A	$0.00	N/A
105						
106	***** On March 13, 2003, the PUCO established the following interim, non-recurring loop conditioning rates which shall apply to each CLEC in OH who**					
107	**ordered/orders an xDSL capable loop, the HFPL and /or the HFPCL, subject to retroactive true-up upon the PUCO's establishment of final rates:**					
108	**For loops 17,500 feet in actual loop length or less: $10.28; and for loops greater than 17,500 feet in actual loop length: $66.10 ("Interim**					
109	**PUCO Rates"). However, due to necessary programming changes, these Interim PUCO Rates will not be implemented in OH until in or**					
110	**around December 2003. When implemented, the Parties acknowledge and agree that the Interim PUCO Rates shall automatically apply**					
111	**to this Agrement and shall replace the loop conditioning rates set forth hereinabove effective back to March 13, 2003 ("Rate Effective Date");**					
112	**and shall apply on a prospective basis until the establishment of final rate(s) by the PUCO. Upon the PUCO's establishment of final loop**					
113	**rate(s), the Interim PUCO Rates shall be subject to retroactive true-up with the PUCO final loop conditioning rate(s) back to the Rate Effective**					
114	**Date.**					
115						
116	**Remove All or Non-Excessive Bridged Tap (RABT) - MMP**					
117		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	$ 245.00	
118		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	$ 634.27	
119		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	$ 245.00	
120		Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM	None	$ 245.00	
121						
122	**SUB-LOOPS**					
123	##	ECS to SAI sub-loop				
124	##	2 Wire Analog - area B	PENDING	$ 1.77	See NRC prices below	
125	##	2 Wire Analog - Area C	PENDING	$ 1.72	See NRC prices below	
126	##	2 Wire Analog - area D	PENDING	$ 1.68	See NRC prices below	
127	##	4 Wire Analog - area B	PENDING	$ 3.55	See NRC prices below	
128	##	4 Wire Analog - area C	PENDING	$ 3.45	See NRC prices below	
129	##	4 Wire Analog - area D	PENDING	$ 3.37	See NRC prices below	
130	##	2 Wire DSL - area B	PENDING	$ 1.77	See NRC prices below	
131	##	2 Wire DSL - area C	PENDING	$ 1.70	See NRC prices below	
132	##	2 Wire DSL - area D	PENDING	$ 1.66	See NRC prices below	
133	##	4 Wire DSL - area B	PENDING	$ 3.54	See NRC prices below	
134	##	4 Wire DSL - area C	PENDING	$ 3.40	See NRC prices below	
135	##	4 Wire DSL - area D	PENDING	$ 3.33	See NRC prices below	
136	##	ECS to Terminal sub-loop				
137	##	2 Wire Analog - area B	PENDING	$ 3.39	See NRC prices below	
138	##	2 Wire Analog - Area C	PENDING	$ 4.54	See NRC prices below	
139	##	2 Wire Analog - area D	PENDING	$ 5.83	See NRC prices below	
140	##	4 Wire Analog - area B	PENDING	$ 6.78	See NRC prices below	
141	##	4 Wire Analog - area C	PENDING	$ 9.09	See NRC prices below	
142	##	4 Wire Analog - area D	PENDING	$ 11.66	See NRC prices below	

TBD - To be determined
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NA - Not Applicable

Line	OHIO	- Generic Rate Sheets		USOC	Monthly Recurring	Non-Recurring
143	##		2 Wire DSL - area B	PENDING	$ 3.39	See NRC prices below
144	##		2 Wire DSL - area C	PENDING	$ 4.52	See NRC prices below
145	##		2 Wire DSL - area D	PENDING	$ 5.81	See NRC prices below
146	##		4 Wire DSL - area B	PENDING	$ 6.77	See NRC prices below
147	##		4 Wire DSL - area C	PENDING	$ 9.04	See NRC prices below
148	##		4 Wire DSL - area D	PENDING	$ 11.62	See NRC prices below
149	##	ECS to NID sub-loop				
150	##		2 Wire Analog - area B	PENDING	$ 6.03	See NRC prices below
151	##		2 Wire Analog - Area C	PENDING	$ 7.29	See NRC prices below
152	##		2 Wire Analog - area D	PENDING	$ 8.60	See NRC prices below
153	##		4 Wire Analog - area B	PENDING	$ 9.41	See NRC prices below
154	##		4 Wire Analog - area C	PENDING	$ 12.44	See NRC prices below
155	##		4 Wire Analog - area D	PENDING	$ 15.12	See NRC prices below
156	##		2 Wire DSL - area B	PENDING	$ 6.03	See NRC prices below
157	##		2 Wire DSL - area C	PENDING	$ 7.27	See NRC prices below
158	##		2 Wire DSL - area D	PENDING	$ 8.58	See NRC prices below
159	##		4 Wire DSL - area B	PENDING	$ 9.41	See NRC prices below
160	##		4 Wire DSL - area C	PENDING	$ 12.40	See NRC prices below
161	##		4 Wire DSL - area D	PENDING	$ 15.08	See NRC prices below
162	##	SAI to Terminal sub-loop				
163	##		2 Wire Analog - area B	PENDING	$ 2.08	See NRC prices below
164	##		2 Wire Analog - Area C	PENDING	$ 3.30	See NRC prices below
165	##		2 Wire Analog - area D	PENDING	$ 4.63	See NRC prices below
166	##		4 Wire Analog - area B	PENDING	$ 4.16	See NRC prices below
167	##		4 Wire Analog - area C	PENDING	$ 6.59	See NRC prices below
168	##		4 Wire Analog - area D	PENDING	$ 9.27	See NRC prices below
169	##		2 Wire DSL - area B	PENDING	$ 2.07	See NRC prices below
170	##		2 Wire DSL - area C	PENDING	$ 3.27	See NRC prices below
171	##		2 Wire DSL - area D	PENDING	$ 4.61	See NRC prices below
172	##		4 Wire DSL - area B	PENDING	$ 4.15	See NRC prices below
173	##		4 Wire DSL - area C	PENDING	$ 6.55	See NRC prices below
174	##		4 Wire DSL - area D	PENDING	$ 9.23	See NRC prices below
175	##	SAI to NID sub-loop				
176	##		2 Wire Analog - area B	PENDING	$ 4.72	See NRC prices below
177	##		2 Wire Analog - Area C	PENDING	$ 6.05	See NRC prices below
178	##		2 Wire Analog - area D	PENDING	$ 7.41	See NRC prices below
179	##		4 Wire Analog - area B	PENDING	$ 6.79	See NRC prices below
180	##		4 Wire Analog - area C	PENDING	$ 9.95	See NRC prices below
181	##		4 Wire Analog - area D	PENDING	$ 12.73	See NRC prices below
182	##		2 Wire DSL - area B	PENDING	$ 4.71	See NRC prices below
183	##		2 Wire DSL - area C	PENDING	$ 6.03	See NRC prices below
184	##		2 Wire DSL - area D	PENDING	$ 7.39	See NRC prices below
185	##		4 Wire DSL - area B	PENDING	$ 6.78	See NRC prices below
186	##		4 Wire DSL - area C	PENDING	$ 9.91	See NRC prices below
187	##		4 Wire DSL - area D	PENDING	$ 12.69	See NRC prices below
188	##	Terminal to NID sub-loop				
189	##		2 Wire Analog - area B	PENDING	$ 2.86	See NRC prices below
190	##		2 Wire Analog - Area C	PENDING	$ 2.97	See NRC prices below
191	##		2 Wire Analog - area D	PENDING	$ 3.00	See NRC prices below
192	##		4 Wire Analog - area B	PENDING	$ 2.78	See NRC prices below
193	##		4 Wire Analog - area C	PENDING	$ 3.62	See NRC prices below
194	##		4 Wire Analog - area D	PENDING	$ 3.75	See NRC prices below
195	##		2 Wire DSL - area B	PENDING	$ 2.86	See NRC prices below
196	##		2 Wire DSL - area C	PENDING	$ 2.97	See NRC prices below
197	##		2 Wire DSL - area D	PENDING	$ 3.00	See NRC prices below
198	##		4 Wire DSL - area B	PENDING	$ 2.78	See NRC prices below
199	##		4 Wire DSL - area C	PENDING	$ 3.62	See NRC prices below
200	##		4 Wire DSL - area D	PENDING	$ 3.75	See NRC prices below
201	##	NID sub-loop element				
202	##		2 Wire Analog - area B	PENDING	$ 0.18	See NRC prices below
203	##		2 Wire Analog - Area C	PENDING	$ 0.18	See NRC prices below
204	##		2 Wire Analog - area D	PENDING	$ 0.18	See NRC prices below
205	##		4 Wire Analog - area B	PENDING	$ 0.35	See NRC prices below
206	##		4 Wire Analog - area C	PENDING	$ 0.33	See NRC prices below
207	##		4 Wire Analog - area D	PENDING	$ 0.33	See NRC prices below
208	##		2 Wire DSL - area B	PENDING	$ 0.18	See NRC prices below
209	##		2 Wire DSL - area C	PENDING	$ 0.18	See NRC prices below
210	##		2 Wire DSL - area D	PENDING	$ 0.18	See NRC prices below
211	##		4 Wire DSL - area B	PENDING	$ 0.35	See NRC prices below
212	##		4 Wire DSL - area C	PENDING	$ 0.33	See NRC prices below

TBD - To be determined
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Line	OHIO	- Generic Rate Sheets		USOC	Monthly Recurring	Non-Recurring
213	##		4 Wire DSL - area D	PENDING	$ 0.33	See NRC prices below
214	##		2 Wire ISDN Compatible - area B	PENDING	$ 0.18	See NRC prices below
215	##		2 Wire ISDN Compatible - area C	PENDING	$ 0.18	See NRC prices below
216	##		2 Wire ISDN Compatible - area D	PENDING	$ 0.18	See NRC prices below
217	##		4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below
218	##		4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below
219	##		4 Wire DS1 Compatible - area D	PENDING	TBD	See NRC prices below
220	##	**Sub-Loop Non-Recurring Charges**				
221	##		2-Wire Analog Sub-Loop	PENDING		$ 217.57
222	##		4-Wire Analog Sub-Loop	PENDING		$ 218.54
223	##		2-Wire xDSL Digital Sub-Loop	PENDING		$ 250.83
224	##		4-Wire xDSL Digital Sub-Loop	PENDING		$ 255.11
225	##		2-Wire ISDN Digital Sub-Loop	PENDING		$ 278.37
226	##		4-Wire DS1 Digital Sub-Loop	PENDING		$ 470.27
227	##	**Sub-Loop Service Order Charge**				
228	##		Establish, per occasion	PENDING		$ 16.23
229	##	**Sub-Loop Line Connection Charge**				
230	##		per occasion	PENDING		$ 31.00
231						
232	**Cross Connects**					
233		2-Wire		CXCT2	$ 0.15	N/A
234		4-Wire		CXCT4	$ 0.29	N/A
235		DS1/LT1		CXCDX	$ 0.40	N/A
236		DS3/LT3		CXC8X	$ 0.70	N/A
237	##	DS3 C.O. Cross-Connect to Collocation		CXCBX	$ 30.54	N/A
238						
239	**Dedicated Transport**					
240		**Interoffice Transport:**				
241		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 14.79	N/A
242			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 1.64	N/A
245		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	$ 127.75	N/A
246			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	$ 21.61	N/A
247						
248	**Multiplexing**					
249		**DS1 to Voice Grade**		QMVX1-X3	$ 279.80	N/A
250		**DS3 to DS1**		QM3X1-X3	$ 372.85	N/A
251						
252	**Dedicated Transport Cross Connects**					
253		DS1		CXCDX	$ 0.40	N/A
254		DS3		CXCEX	$ 0.70	N/A
255						
256	**Dedicated Transport Optional Features & Functions**					
257		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3		$ 402.28
258						
259	**Dedicated Transport Installation & Rearrangement Charges**					
260		DS1	Administration Charge - Per Order	ORCMX	N/A	$ 394.30
261			Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	$ 624.17
262			Carrier Connection Charge - Per Order	NRBBL	N/A	$ 512.19
263		DS3	Administration Charge - Per Order	ORCMX	N/A	$ 299.28
264			Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	$ 663.29
265			Carrier Connection Charge - Per Order	NRBBL	N/A	$ 351.77
266						
267	**Dark Fiber**					
268	##	**Dark Fiber Interoffice**				
269	##		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$ 75.79	N/A
270	##		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$ 0.00	N/A
271	##		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$ 3.20	N/A
272	##	**Inquiry (Per Request)**				
273	##		Dark Fiber Interoffice Transport - NRC	NR9D6	N/A	$ 290.65
274	##	**FIRM ORDER (Per Fiber Strand)**				
275	##		Administrative per Order			
276	##		Connect	NRB51	N/A	$ 11.53
277	##		Disconnect	NR9H2	N/A	$ 10.21
278	##		Connect	NRB52	N/A	$ 343.23
279	##		Disconnect	NR9H3	N/A	$ 90.67
280	##		Dark Fiber Interoffice Transport - NRC			
281	##		Connect	NRB54	N/A	$ 414.95
282	##		Disconnect	NR9H5	N/A	$ 160.42
283						

TBD - To be determined
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NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
284	**Routine Modifications**				
285		Routine Modifications of Existing Facilities Charge	N3RUE	N/A	ICB
286					
287	**LNP**				
288	****Local Number Portability		NSR	$0.00	N/A
289		****Pursuant to FCC Current Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing			
290		effective October 1, 2004.			
291	Maintenance of Service Charge		VRP	N/A	$ 71.00
292					
293	***OTHER***				
294	##	**Directory Assistance**			
295		Directory Assistance, per call	OPEN	$ 0.40	N/A
296		National Directory Assistance (NDA), per call	OPEN	$ 0.65	N/A
297		Reverse Directory Assistance (RDA), per call		$ 0.65	
298		Business Category Search (BCS), per call	OPEN	$ 0.65	N/A
299		Directory Assistance Call Completion (DACC), per call	OPEN	$ 0.15	N/A
300					
301		**OS/DA Automated Call Greeting and References / Rates**			
302	##	Branding - Other - Initial/Subsequent Load, per switch	OPEN	N/A	$ 1,800.00
303	##	Brand and Reference/Rate Look Up, per OS/DA call	OPEN	$ 0.03	N/A
304	##	Branding - Facility Based - Initial/Subsequent Load			
305	##	- Branding, per trunk group	OPEN	N/A	$ 800.00
306	##	Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	$ 5,000.00
307	##	Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	$ 1,500.00
308					
309		**Operator Services**			
310		Fully Automated Call Processing, per call	OPEN	$ 0.15	N/A
311		Operator Assisted Call Processing - All Types (including Busy Line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second	OPEN	$ 0.03	N/A
312					
313	##	**DA Listing Liscense**			
314	##	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
315	##	- per listing for initial load	OPEN	N/A	$ 0.040
316	##	- per listing for subsequent updates	OPEN	N/A	$ 0.060
317	##	Option #2 Full File (all states inclusive) Billable Release			
318	##	- per listing for initial load	OPEN	N/A	$ 0.020
319	##	- per listing for subsequent updates	OPEN	N/A	$ 0.030
320	##	- per usage/query	OPEN	N/A	$ 0.020
321	##	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
322	##	- per listing for initial load	OPEN	N/A	$ 0.050
323	##	- per listing for subsequent updates	OPEN	N/A	$ 0.060
324	##	Option #4 Pick & Choose (by state) Billable Release			
325	##	- per listing for initial load	OPEN	N/A	$ 0.020
326	##	- per listing for subsequent updates	OPEN	N/A	$ 0.030
327	##	- per usage/query	OPEN	N/A	$ 0.020
328					
329	**Ancillary Message Billing Compensation (Per Message)**		OPEN	$ 0.03	N/A
330		Non Intercompany Settlement (NICS) Billing Charge (Per Message)	Not Applicable	$ 0.05	
331					
332	**Structure Access - Poles & Ducts**			Annually	
333		Poles ($/attachment/yr.)* ##	OPEN	$ 2.36	
334		Per Foot Conduit Occupancy Fees ##			
335		Full Duct ($/ft/yr.)	OPEN	$ 0.94	
336		Half Duct ($/ft/yr)	OPEN	$ 0.47	
337		Application fee	OPEN		$ 200.00
338		Unauthorized Attachment Fee per Pole			$ 500.00
339		Unauthorized Occupancy Fee per Conduit Foot			$ 50.00
340	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
341	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
342	## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,				
343	effective January 1, 2005 and billable semi-annually in advance in January and July of each year.				
344	New rates will be communicated to CLEC no later than November 1st for the succeeding year				
345					
346	**Emergency Number Service Access**				
347		911 Selective Router Interconnection			
348		-Digital DS1 Interface	USAGE	$ 336.44	$ 759.98
349		- Each DSO installed	USAGE	N/A	$ 364.69
350		- Analog Channel Interface	EVG9X	$ 28.72	$ 436.62
351		ANI/ALI/SR and Database Management			
352		- Per 100 records, rounded up to nearest 100	9S89X	$ 5.32	$ 709.49

TBD - To be determined
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Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
353		- Access Routing File (CD-ROM)	USAGE	$ 25.82	
354		911 Selective Router Switch Administration			
355		- Per Selective Router	USAGE	$ 5.55	$ 2,645.15
356					
357	**INTERCARRIER COMPENSATION**				
358		**Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131,**	USAGE	$ 0.0007	
359		**per MOU**			
360					
361	**TRANSIT SERVICE**				
362					
363		**TandemSwitching**			
364		per minute of use	USAGE	$ 0.004587	
365					
366		**Tandem Transport**			
367		per minute of use	USAGE	$ 0.000226	
368					
369		**Tandem Transport Facility**			
370		per minute of use	USAGE	$ 0.000188	
371					
372					
373	##	**Rate elements not included in TELRIC order**			
374		**Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA.**			
375	**/1/**	**Does not apply to pre-existing UNE-P Migrations. This Non-Recurring Charge is the only NRC charged for New UNE-P Residential POTS**			
376		**Combinations. Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA application of rates**			
377		**is interim and subject to AT&T Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration,**			
378		**appeal, further PUCO action, or other change of law. The Parties also acknowledge and agree that the interim rates set forth are**			
379		**subject to true-up or true-down pending PUCO established rates.**			
380	***RESALE***			***RESALE DISCOUNTS***	***RESALE DISCOUNTS***
381	**BUSINESS**			RECURRING	NON-RECURRING
382		**LOCAL EXCHANGE SERVICE**			
383		Business 1 Party	RESALE	20.29%	20.29%
384		Business - Measured	RESALE	20.29%	20.29%
385		Customer Operated Pay Telephone (COPT)	RESALE	N/A	20.29%
386					
387		**EXPANDED LOCAL CALLING**			
388		Extended Area Service	RESALE	20.29%	20.29%
389					
390		**VERTICAL SERVICES**			
391		Anonymous Call Rejection	RESALE	20.29%	20.29%
392		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
393		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
394		Call Blocker	RESALE	20.29%	20.29%
395		Call Forwarding	RESALE	20.29%	20.29%
396		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
397		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
398		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
399		Automatic CallBack (Call Return)	RESALE	20.29%	20.29%
400		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
401		Call Trace	RESALE	20.29%	20.29%
402		Call Waiting	RESALE	20.29%	20.29%
403		Caller ID WithName (Calling Name)	RESALE	20.29%	20.29%
404		Caller ID (Calling Number)	RESALE	20.29%	20.29%
405		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	20.29%	20.29%
406		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	20.29%	20.29%
407		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%
408		Selective Call Forwarding	RESALE	0.00%	0.00%
409		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	20.29%	20.29%
410		Remote Call Forwarding-Per Feature	RESALE	20.29%	20.29%
411		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
412		RCF, Intrastate	RESALE	20.29%	20.29%
413		RCF, Interstate, International	RESALE	20.29%	20.29%
414		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
415		RCF to 800	RESALE	20.29%	20.29%
416		RCF Additional	RESALE	20.29%	20.29%
417		Speed Calling 8	RESALE	20.29%	20.29%
418		Speed Calling 30	RESALE	20.29%	20.29%
419		Three Way Calling	RESALE	20.29%	20.29%
420		Call Screening	RESALE	20.29%	20.29%

TBD - To be determined
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Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
421		Busy Line Transfer	RESALE	20.29%	20.29%
422		Alternate Answer	RESALE	20.29%	20.29%
423		Message Waiting - Tone	RESALE	20.29%	20.29%
424		Easy Call	RESALE	20.29%	20.29%
425		Prime Number Service	RESALE	20.29%	20.29%
426		AT&T Ohio Privacy Manager	RESALE	20.29%	20.29%
427		Name and Number Delivery Service	RESALE	20.29%	20.29%
428					
429		**DID**			
430		DID	RESALE	20.29%	20.29%
431					
432		**TRUNKS**			
433		Trunk	RESALE	20.29%	20.29%
434					
435		**AIN**			
436		Area Wide Networking	RESALE	20.29%	20.29%
437		Emergency Referral Message Service (Disaster Routing Service)	RESALE	20.29%	20.29%
438		AT&T Ohio Switch Alternate Routing (ANSAR)	RESALE	20.29%	20.29%
439		AT&T Ohio Customer Location Alternate Routing (ACLAR)	RESALE	20.29%	20.29%
440					
441		**OTHER**			
442		Grandfathered Services	RESALE	0.00%	0.00%
443		Promotions (Greater than 90 days)	RESALE	20.29%	20.29%
444		TouchTone (Business)	RESALE	20.29%	20.29%
445		TouchTone (Trunk)	RESALE	20.29%	20.29%
446					
447		**Data Services**			
448		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	20.29%	20.29%
449		PBX Trunks	RESALE	20.29%	20.29%
450		Mulit-Service Optical Network (MON)	RESALE	20.29%	20.29%
451		OCn-PTP	RESALE	20.29%	20.29%
452		ADTS-E	RESALE	20.29%	20.29%
453		DS0	RESALE	20.29%	20.29%
454		DS1	RESALE	20.29%	20.29%
455		DS3	RESALE	20.29%	20.29%
456					
457		**ISDN**			
458		ISDN	RESALE	20.29%	20.29%
459					
460		**DIRECTORY ASSISTANCE / OPERATOR SERVICES**			
461		Local Operator Assistance Service	RESALE	20.29%	N/A
462		Local Directory Assistance	RESALE	20.29%	N/A
463					
464		National Directory Assistance (NDA), per call	OPEN	$ 0.65	N/A
465		Reverse Directory Assistance (RDA), per call		$ 0.65	
466		Business Category Search (BCS), per call	OPEN	$ 0.65	N/A
467		Directory Assistance Call Completion (DACC), per call	OPEN	$ 0.15	N/A
468					
469		**OS/DA Automated Call Greeting and References / Rates**			
470		Branding - Other - Initial/Subsequent Load, per switch		N/A	$ 1,800.00
471		Branding and Reference/Rate Look Up, per OS/DA call		$ 0.03	
472		Rate Reference - Initial Load, per state, per OCN		N/A	$ 5,000.00
473		Rate Reference - Subsequent Load, per state, per OCN		N/A	$ 1,500.00
474					
475		**TOLL**			
476		TOLL	RESALE	20.29%	20.29%
477					
478		**OPTIONAL TOLL CALLING PLANS**			
479		Optional Toll Calling Plans	RESALE	20.29%	20.29%
480					
481		**CENTREX (PLEXAR)**			
482		CENTREX ACS	RESALE	20.29%	20.29%
483		CENTREX ACS AT&T Ohio CENTREX Network Manager	RESALE	0.00%	0.00%
484					
485		**PRIVATE LINE**			
486		Analog Private Lines	RESALE	20.29%	20.29%
487		Private Line Channel Services	RESALE	20.29%	20.29%
488					
489	**RESIDENCE**			***RESALE DISCOUNTS***	

TBD - To be determined
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NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring	
490		**LOCAL EXCHANGE SERVICE**		RECURRING	NON-RECURRING	
491		Life Line	RESALE	0.00%	0.00%	
492		Residence 1 Party	RESALE	20.29%	20.29%	
493		Residence Measured	RESALE	20.29%	20.29%	
494						
495		**EXPANDED LOCAL CALLING**				
496		Extended Area Service	RESALE	20.29%	20.29%	
497						
498		**VERTICAL SERVICES**				
499		Anonymous Call Rejection	RESALE	20.29%	20.29%	
500		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%	
501		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%	
502		Call Blocker	RESALE	20.29%	20.29%	
503		Call Forwarding	RESALE	20.29%	20.29%	
504		Call Forwarding - Busy Line	RESALE	20.29%	20.29%	
505		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%	
506		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%	
507		Automatic Call-Back (Call Return)	RESALE	20.29%	20.29%	
508		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%	
509		Call Trace	RESALE	20.29%	20.29%	
510		Call Waiting	RESALE	20.29%	20.29%	
511		Caller ID with Name (Calling Name)	RESALE	20.29%	20.29%	
512		Caller ID (Calling Number)	RESALE	20.29%	20.29%	
513		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	20.29%	20.29%	
514		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	20.29%	20.29%	
515		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%	
516		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%	
517		RCF, Intrastate	RESALE	20.29%	20.29%	
518		RCF, Interstate, International	RESALE	20.29%	20.29%	
519		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%	
520		RCF to 800	RESALE	20.29%	20.29%	
521		RCF Additional	RESALE	20.29%	20.29%	
522		Selective Call Forwarding	RESALE	20.29%	20.29%	
523		Speed Calling 8	RESALE	20.29%	20.29%	
524		Three Way Calling	RESALE	20.29%	20.29%	
525		Call Screening	RESALE	20.29%	20.29%	
526		Busy Line Transfer	RESALE	20.29%	20.29%	
527		Alternate Answer	RESALE	20.29%	20.29%	
528		Message Waiting - Tone	RESALE	20.29%	20.29%	
529		Easy Call	RESALE	20.29%	20.29%	
530		AT&T Ohio Privacy Manager	RESALE	20.29%	20.29%	
531		Name and Number Delivery Service	RESALE	20.29%	20.29%	
532						
533		**ISDN**				
534		ISDN	RESALE	20.29%	20.29%	
535						
536		**OTHER**				
537						
538		Grandfathered Services	RESALE	0.00%	0.00%	
539		Promotions (Greater than 90 Days)	RESALE	20.29%	20.29%	
540		TouchTone	RESALE	20.29%	20.29%	
541		Home Services Packages	RESALE	20.29%	20.29%	
542						
543		**TOLL**				
544						
545		Custom and Dedicated 800 Service (Home 800)	RESALE	20.29%	20.29%	
546		IntraLATA MTS	RESALE	20.29%	20.29%	
547		900/976 Call Blocking (900/976 Call Restriction)	RESALE	20.29%	20.29%	
548		976 (976 Information Delivery Service)	RESALE	20.29%	20.29%	
549		Access Services (See Current Access Tariff)	RESALE	0%	0%	
550		Additional Directory Listings	RESALE	20.29%	20.29%	
551		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	20.29%	20.29%	
552		Connection Services	RESALE	20.29%	20.29%	
553		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
554		Shared Tenant Service	RESALE	0%	0%	
555		Toll Restriction	RESALE	20.29%	20.29%	
556		Restoral of Service Charge	RESALE	0%	0%	
557						
558		**Electronic Billing Information Data (daily usage)**	RESALE	$0.00		
559		per message				

TBD - To be determined
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ICB - Individual Case Basis
NA - Not Applicable

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
September 12, 2007

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring	
560						
561	**Local disconnect Report (LDR)**					
562	Per WTN		RESALE	$0.00		
563						
564	**Line Connection Charge**					
565	Complex (Residence)		RESALE		20.29%	
566	Complex (Business)		RESALE		20.29%	
567	Simple (Residence)		RESALE		20.29%	
568	Simple (Business)		RESALE		20.29%	
569						
570	**Service Order/Service Request Charge**					
571	Complex (Residence)		RESALE		20.29%	
572	Complex (Business)		RESALE		20.29%	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
September 12, 2007

Line	OHIO - Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
573	Simple (Residence)	RESALE		20.29%
574	Simple (Business)	RESALE		20.29%
575				
576	**Non-Electronic (Manual) Service Order Charge**			
577	Complex (Residence)	RESALE		$ 9.02
578	Complex (Business)	RESALE		$ 9.02
579	Simple (Residence)	RESALE		$ 9.02
580	Simple (Business)	RESALE		$ 9.02

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007

	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
2	1	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
3	2	**REAL ESTATE**				
4	3	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28
5	4	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56
6	5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97	
7	6	**COMMON SYSTEMS**				
8	7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86
9	8	**PLANNING**				
10	9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
11	10	Planning	Per Request	**NRFCD**		$5,244.43
12	11	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
13	12	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
14	13	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
15	14	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
16	15	**POWER PROVISIONING**				
17	16	**Power Panel:**				
18	17	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
19	18	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
20	19	**Power Cable and Infrastructure:**				
21	20	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
22	21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
23	22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
24	23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
25	24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
26	25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
27	26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
28	27	**Equipment Grounding:**				
29	28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8FCR**	$0.03	$0.92
30	29	**DC POWER AMPERAGE CHARGE**				
31	30	HVAC	Per 10 Amps	**S8GCS**	$14.62	
32	31	Per Amp	Per Amp	**S8GCR**	$10.61	
33	32	**FIBER CABLE PLACEMENT**				
34	33	**Central Office:**				
35	34	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
36	35	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
37	36	**MISCELLANEOUS & OPTIONAL COST:**				
38	37	**MISCELLANEOUS COSTS**				
39	38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
40	39	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
41	40	Space Availability Report	Per Premise	**NRFCQ**		$168.04
42	41	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
43	42	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
44	43	**CAGE COMMON COSTS**				
45	44	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	**NRL6O**		$5.29
46	45	**INTERCONNECTION COSTS:**				
47	46	**ILEC TO CLEC CONNECTION**				
48	47	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$3.86	$156.02
49	48	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$3.86	$156.02
50	49	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$295.42	$3,105.79
51	50	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$6.07	$486.89
52	51	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$115.30	$1,809.40
53	52	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$5.69	$116.67
54	53	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.58	$698.82
55	54	**CLEC TO CLEC CONNECTION**				
56	55	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
57	56	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
58	57	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
59	58	Route Design		**NRFCX**		$424.88
60	59	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFH**	$0.18	
61	60	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFJ**	$0.12	
62	61	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFK**	$0.31	
63	62	**TIME SENSITIVE ACTIVITIES**				
64	63	**PRE-VISITS**				
65	64	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
66	65	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
67	66	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
68	67	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
69	68	**CONSTRUCTION VISITS**				
70	69	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
71	70	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
72	71					
73	72	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
74	73	**REAL ESTATE**				
75	74	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8GCE**		$9.28
76	75	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8GCF**		$19.56
77	76	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8GCD**	$5.97	

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	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
78	77	**COMMON SYSTEMS**				
79	78	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8GCG**	$0.44	$59.86
80	79	**PLANNING**				
81	80	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
82	81	Planning	Per Request	**NRFCD**		$5,244.43
83	82	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
84	83	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
85	84	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
86	85	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
87	86	**POWER PROVISIONING**				
88	87	**Power Panel:**				
89	88	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
90	89	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
91	90	**Power Cable and Infrastructure:**				
92	91	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
93	92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCU**	$7.74	$1,570.84
94	93	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70
95	94	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
96	95	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCV**	$9.57	$1,954.85
97	96	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCW**	$11.39	$2,344.44
98	97	**Equipment Grounding:**				
99	98	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8GDA**	$0.03	$0.92
100	99	**DC POWER AMPERAGE CHARGE**				
101	100	HVAC	Per 10 Amps	**S8GCS**	$14.62	
102	101	Per Amp	Per Amp	**S8GCR**	$10.61	
103	102	**FIBER CABLE PLACEMENT**				
104	103	**Central Office:**				
105	104	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
106	105	Entrance Conduit to Vault	Per Fiber Cable Sheath	**S8GDD**	$8.76	
107	106	**MISCELLANEOUS & OPTIONAL COST:**				
108	107	**MISCELLANEOUS COSTS**				
109	108	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
110	109	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
111	110	Space Availability Report	Per Premise	**NRFCQ**		$168.04
112	111	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
113	112	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
114	113	**CAGE COMMON COSTS**				
115	114	Cage Preparation	Per Sq. Ft. of space used by CLEC	**S8GCH**	$0.27	$19.70
116	115	**INTERCONNECTION COSTS:**				
117	116	**ILEC TO CLEC CONNECTION**				
118	117	Voice Grade Arrangement	100 Copper Pairs	**S8GD4**	$4.92	$1,027.16
119	118	Voice Grade Arrangement	100 Shielded Pairs	**S8GD5**	$4.92	$1,027.16
120	119	DS1 Arrangement - DCS	28 DS1	**S8GDK**	$297.44	$3,613.06
121	120	DS1 Arrangement - DSX	28 DS1	**S8GDP**	$9.79	$1,346.48
122	121	DS3 Arrangement - DCS	1 DS3	**S8GDV**	$115.58	$2,181.58
123	122	DS3 Arrangement - DSX	1 DS3	**S8GDZ**	$7.14	$603.89
124	123	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	**S8GED**	$6.55	$1,779.78
125	124	**CLEC TO CLEC CONNECTION**				
126	125	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
127	126	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
128	127	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
129	128	Route Design		**NRFCX**		$424.88
130	129	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
131	130	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
132	131	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
133	132	**TIME SENSITIVE ACTIVITIES**				
134	133	**PRE-VISITS**				
135	134	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
136	135	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
137	136	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
138	137	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
139	138	**CONSTRUCTION VISITS**				
140	139	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
141	140	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
142	141					
143	142	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
144	143	**REAL ESTATE**				
145	144	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
146	145	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
147	146	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21	
148	147	**COMMON SYSTEMS**				
149	148	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45
150	149	**PLANNING**				
151	150	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
152	151	Planning	Per Request	**NRFCJ**		$4,601.93
153	152	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
154	153	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10

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	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
155	154	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
156	155	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
157	156	**POWER PROVISIONING**				
158	157	**Power Panel:**				
159	158	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
160	159	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
161	160	**Power Cable and Infrastructure:**				
162	161	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
163	162	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F34**	$0.25	$48.23
164	163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
165	164	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F35**	$0.25	$48.23
166	165	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F36**	$0.25	$48.23
167	166	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
168	167	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
169	168	**Equipment Grounding:**				
170	169	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
171	170	**DC POWER AMPERAGE CHARGE**				
172	171	HVAC	Per 10 Amps	**S8GCS**	$14.62	
173	172	Per Amp	Per Amp	**S8GCR**	$10.61	
174	173	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
175	174	**FIBER CABLE PLACEMENT**				
176	175	**Central Office:**				
177	176	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
178	177	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
179	178	**CEV, HUT & Cabinets:**				
180	179	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
181	180	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
182	181	**MISCELLANEOUS & OPTIONAL COST:**				
183	182	**MISCELLANEOUS COSTS**				
184	183	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
185	184	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
186	185	Space Availability Report	Per Premise	**NRFCQ**		$168.04
187	186	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
188	187	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
189	188	**CAGELESS / POT BAY OPTIONS**				
190	189	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
191	190	Non-Standard Cabinet Bay	Each (CLEC Provided)	**NONE**		
192	191	VF/DS0 Termination Panel	Each (CLEC Provided)	**NONE**		
193	192	VF/DS0 Termination Module	Each (CLEC Provided)	**NONE**		
194	193	DDP-1 Panel	Each (CLEC Provided)	**NONE**		
195	194	DDP-1 Jack Access Card	Each (CLEC Provided)	**NONE**		
196	195	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	**NONE**		
197	196	DS3 Interconnect Module	Each (CLEC Provided)	**NONE**		
198	197	Fiber Optic Splitter Panel	Each (CLEC Provided)	**NONE**		
199	198	Fiber Termination Dual Module	Each (CLEC Provided)	**NONE**		
200	199	**CEV, HUT, CABINET**				
201	200	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
202	201	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
203	202	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
204	203	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
205	204	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
206	205	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
207	206	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
208	207	**INTERCONNECTION COSTS:**				
209	208	**ILEC TO CLEC CONNECTION**				
210	209	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
211	210	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
212	211	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
213	212	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
214	213	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
215	214	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
216	215	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
217	216	**CLEC TO CLEC CONNECTION**				
218	217	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
219	218	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
220	219	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
221	220	Route Design		**NRFCX**		$424.88
222	221	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFL**	$0.18	$0.00
223	222	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFM**	$0.12	$0.00
224	223	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFN**	$0.31	$0.00
225	224	**PROJECT MANAGEMENT**				
226	225	**CEV, HUT & CABINET**				
227	226	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
228	227	**TIME SENSITIVE ACTIVITIES**				
229	228	**PRE-VISITS**				
230	229	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
231	230	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
232	231	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
233	232	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24

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	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
234	233	**CONSTRUCTION VISITS**				
235	234	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
236	235	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
237	236					
238	237	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
239	238	**REAL ESTATE**				
240	239	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8GCL**		$92.81
241	240	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8GCN**		$195.57
242	241	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8GCK**	$64.21	
243	242	**COMMON SYSTEMS**				
244	243	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8GCM**	$9.35	$760.45
245	244	**PLANNING**				
246	245	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
247	246	Planning	Per Request	**NRFCJ**		$4,601.93
248	247	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
249	248	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
250	249	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
251	250	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
252	251	**POWER PROVISIONING**				
253	252	**Power Panel:**				
254	253	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
255	254	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
256	255	**Power Cable and Infrastructure:**				
257	256	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3D**	$5.83	$2,100.33
258	257	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCX**	$7.74	$2,262.52
259	258	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3E**	$8.35	$2,424.71
260	259	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3F**	$8.96	$2,586.91
261	260	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCY**	$9.57	$2,749.10
262	261	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCZ**	$11.39	$3,236.32
263	262	**Equipment Grounding:**				
264	263	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
265	264	**DC POWER AMPERAGE CHARGE**				
266	265	HVAC	Per 10 Amps	**S8GCS**	$14.62	
267	266	Per Amp	Per Amp	**S8GCR**	$10.61	
268	267	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
269	268	**FIBER CABLE PLACEMENT**				
270	269	**Central Office:**				
271	270	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
272	271	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
273	272	**CEV, HUT & Cabinets:**				
274	273	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
275	274	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
276	275	**MISCELLANEOUS & OPTIONAL COST:**				
277	276	**MISCELLANEOUS COSTS**				
278	277	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
279	278	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
280	279	Space Availability Report	Per Premise	**NRFCQ**		$168.04
281	280	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
282	281	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
283	282	**CAGELESS / POT BAY OPTIONS**				
284	283	Standard Equipment Bay	Each	**NRFCO**	$8.89	$721.28
285	284	Non-Standard Cabinet Bay	Each	**NRFCP**	$17.78	$3,470.81
286	285	VF/DS0 Termination Panel/Module	Each	**S8GE5**	$3.10	$605.64
287	286	DDP-1 Panel/Jack Access Card	Each	**S8GE6**	$8.08	$1,576.65
288	287	DS3/STS-1 Interconnect Panel	Each	**S8GE7**	$2.38	$465.47
289	288	DS3 Interconnect Module	Each	**S8GE8**	$0.45	$87.35
290	289	Fiber Optic Splitter Panel	Each	**S8GE9**	$1.52	$297.00
291	290	Fiber Termination Dual Module	Each	**S8GFA**	$1.37	$267.88
292	291	**CEV, HUT, CABINET**				
293	292	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
294	293	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
295	294	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
296	295	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
297	296	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
298	297	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
299	298	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
300	299	**INTERCONNECTION COSTS:**				
301	300	**ILEC TO CLEC CONNECTION**				
302	301	Voice Grade Arrangement	100 Copper Pairs	**S8GD6**	$4.92	$1,027.16
303	302	Voice Grade Arrangement	100 Shielded Pairs	**S8GD7**	$4.92	$1,027.16
304	303	DS1 Arrangement - DCS	28 DS1	**S8GDL**	$297.44	$3,613.06
305	304	DS1 Arrangement - DSX	28 DS1	**S8GDQ**	$9.79	$1,346.48
306	305	DS3 Arrangement - DCS	1 DS3	**S8GDW**	$115.58	$2,181.58
307	306	DS3 Arrangement - DSX	1 DS3	**S8GD1**	$7.14	$603.89
308	307	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEE**	$6.55	$1,779.78
309	308	**CLEC TO CLEC CONNECTION**				
310	309	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
311	310	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	

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	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
312	311	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
313	312	Route Design		**NRFCX**		$424.88
314	313	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
315	314	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
316	315	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
317	316	**PROJECT MANAGEMENT**				
318	317	**CEV, HUT & CABINET**				
319	318	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
320	319	**TIME SENSITIVE ACTIVITIES**				
321	320	**PRE-VISITS**				
322	321	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
323	322	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
324	323	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
325	324	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
326	325	**CONSTRUCTION VISITS**				
327	326	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
328	327	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
329	328					
330	329	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
331	330	**REAL ESTATE**				
332	331	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
333	332	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
334	333	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
335	334	**COMMON SYSTEMS**				
336	335	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
337	336	**PLANNING**				
338	337	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
339	338	Planning	Per Request	**NRFCJ**		$4,601.93
340	339	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
341	340	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
342	341	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
343	342	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
344	343	**POWER PROVISIONING**				
345	344	**Power Panel:**				
346	345	50 Amp	Per Power Panel (CLEC provides)	**NONE**		
347	346	200 Amp	Per Power Panel (CLEC provides)	**NONE**		
348	347	**Power Cable and Infrastructure:**				
349	348	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
350	349	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
351	350	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
352	351	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
353	352	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
354	353	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
355	354	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
356	355	**Equipment Grounding:**				
357	356	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
358	357	**DC POWER AMPERAGE CHARGE**				
359	358	HVAC	Per 10 Amps	**S8GCS**	$14.62	
360	359	Per Amp	Per Amp	**S8GCR**	$10.61	
361	360	**FIBER CABLE PLACEMENT**				
362	361	**Central Office:**				
363	362	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
364	363	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
365	364	**MISCELLANEOUS & OPTIONAL COST:**				
366	365	**MISCELLANEOUS COSTS**				
367	366	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
368	367	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
369	368	Space Availability Report	Per Premise	**NRFCQ**		$168.04
370	369	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
371	370	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
372	371	**CAGE COMMON COSTS**				
373	372	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
374	373	**INTERCONNECTION COSTS:**				
375	374	**ILEC TO CLEC CONNECTION**				
376	375	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
377	376	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
378	377	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
379	378	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
380	379	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
381	380	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
382	381	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
383	382					
384	383	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
385	384	**REAL ESTATE**				
386	385	Site Conditioning	Per Bay	**S8GCL**		$92.81
387	386	Safety & Security	Per Frame	**S8GCN**		$195.57
388	387	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	

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	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
389	388	**COMMON SYSTEMS**				
390	389	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
391	390	**PLANNING**				
392	391	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
393	392	Planning	Per Request	**NRFCJ**		$4,601.93
394	393	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
395	394	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
396	395	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
397	396	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
398	397	**POWER PROVISIONING**				
399	398	**Power Panel:**				
400	399	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
401	400	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
402	401	**Power Cable and Infrastructure:**				
403	402	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
404	403	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GC1**	$7.74	$1,570.84
405	404	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70
406	405	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
407	406	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GC2**	$9.57	$1,954.85
408	407	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC3**	$11.39	$2,344.44
409	408	**Equipment Grounding:**				
410	409	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
411	410	**DC POWER AMPERAGE CHARGE**				
412	411	HVAC	Per 10 Amps	**S8GCS**	$14.62	
413	412	Per Amp	Per Amp	**S8GCR**	$10.61	
414	413	**FIBER CABLE PLACEMENT**				
415	414	**Central Office:**				
416	415	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
417	416	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
418	417	**MISCELLANEOUS & OPTIONAL COST:**				
419	418	**MISCELLANEOUS COSTS**				
420	419	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
421	420	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
422	421	Space Availability Report	Per Premise	**NRFCQ**		$168.04
423	422	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
424	423	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
425	424	**CAGE COMMON COSTS**				
426	425	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
427	426	**INTERCONNECTION COSTS:**				
428	427	**ILEC TO CLEC CONNECTION**				
429	428	Voice Grade Arrangement	100 Copper Pairs	**S8GD8**	$4.92	$1,027.16
430	429	Voice Grade Arrangement	100 Shielded Pairs	**S8GD9**	$4.92	$1,027.16
431	430	DS1 Arrangement - DCS	28 DS1	**S8GDM**	$297.44	$3,613.06
432	431	DS1 Arrangement - DSX	28 DS1	**S8GDR**	$9.79	$1,346.48
433	432	DS3 Arrangement - DCS	1 DS3	**S8GDX**	$115.58	$2,181.58
434	433	DS3 Arrangement - DSX	1 DS3	**S8GD2**	$7.14	$603.89
435	434	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEF**	$6.55	$1,779.78
436	435					
437	436	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
438	437	**REAL ESTATE**				
439	438	Site Conditioning	Per Frame	**S8FX5**		$92.81
440	439	Safety & Security	Per Frame	**S8FX6**		$195.57
441	440	Floor Space Usage	Per Frame	**S8F62**	$28.91	
442	441	**COMMON SYSTEMS**				
443	442	Common Systems - Standard	Per Frame	**S8F64**	$10.75	
444	443	Common Systems - Non-Standard	Per Cabinet	**S8F65**	$19.36	
445	444	**PLANNING**				
446	445	Planning	Per Request	**NRM99**		$5,555.76
447	446	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
448	447	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
449	448	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
450	449	**POWER PROVISIONING**				
451	450	**Power Cable and Infrastructure:**				
452	451	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
453	452	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F37**	$0.52	
454	453	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GFO**	$0.52	
455	454	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F38**	$0.52	
456	455	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F39**	$0.52	
457	456	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GFP**	$0.52	
458	457	**Equipment Grounding:**				
459	458	Ground Cable Placement	Per Frame	**S8F69**	$0.36	
460	459	**DC POWER AMPERAGE CHARGE**				
461	460	HVAC	Per 10 Amps	**S8FXO**	$14.62	
462	461	Per Amp	Per Amp	**S8FXN**	$10.61	
463	462	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	

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	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
464	463	**FIBER CABLE PLACEMENT**				
465	464	**Central Office:**				
466	465	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
467	466	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
468	467	**CEV, HUT & Cabinets:**				
469	468	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
470	469	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
471	470	**MISCELLANEOUS & OPTIONAL COST:**				
472	471	**MISCELLANEOUS COSTS**				
473	472	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
474	473	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
475	474	**VIRTUAL FRAME OPTIONS**				
476	475	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
477	476	**CEV, HUT, CABINET**				
478	477	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
479	478	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
480	479	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
481	480	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
482	481	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
483	482	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
484	483	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
485	484	**INTERCONNECTION COSTS:**				
486	485	**ILEC TO CLEC CONNECTION**				
487	486	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F82**	$3.86	$225.02
488	487	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8F83**	$3.86	$225.02
489	488	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F8X**	$295.42	$3,496.22
490	489	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F8Y**	$6.07	$651.13
491	490	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F8Z**	$115.30	$2,186.12
492	491	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F81**	$5.69	$204.42
493	492	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F84**	$10.47	$152.71
494	493	**VIRTUAL TO VIRTUAL CONNECTION**				
495	494	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
496	495	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
497	496	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
498	497	Route Design		**NRLWF**		$463.36
499	498	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFQ**	$0.41	$0.00
500	499	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFR**	$0.27	$0.00
501	500	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFS**	$0.81	$0.00
502	501	**PROJECT MANAGEMENT**				
503	502	**CEV, HUT & CABINET**				
504	503	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
505	504	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
506	505	**CENTRAL OFFICE TYPE**				
507	506	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
508	507	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMHN**		$242.35
509	508	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
510	509	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
511	510	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMJ9**		$242.35
512	511	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
513	512	**CEV, HUT & CABINET**				
514	513	Per Visit	4 Hour Minimum - Initial	**NRMJ9**		$242.35
515	514	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
516	515	**ADDITIONAL LABOR ELEMENTS**				
517	516	**TRAINING**				
518	517	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
519	518	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
520	519	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
521	520	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
522	521	**EQUIPMENT EVALUATION COST**				
523	522	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
524	523	**TEST AND ACCEPTANCE**				
525	524	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
526	525					
527	526	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
528	527	**REAL ESTATE**				
529	528	Site Conditioning	Per Frame	**S8FX5**		$92.81
530	529	Safety & Security	Per Frame	**S8FX6**		$195.57
531	530	Floor Space Usage	Per Frame	**S8FX1**	$28.91	
532	531	**COMMON SYSTEMS**				
533	532	Common Systems - Standard	Per Frame	**S8FX3**	$10.75	
534	533	Common Systems - Non-Standard	Per Frame	**S8FX4**	$19.36	
535	534	**PLANNING**				
536	535	Planning	Per Request	**NRM99**		$5,555.76
537	536	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
538	537	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
539	538	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61

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	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
540	539	**POWER PROVISIONING**				
541	540	**Power Cable and Infrastructure:**				
542	541	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3G**	$5.83	$1,378.83
543	542	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8FX7**	$7.74	$1,570.84
544	543	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3H**	$8.35	$1,700.70
545	544	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3J**	$8.96	$1,830.56
546	545	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8FX8**	$9.57	$1,954.85
547	546	**Equipment Grounding:**				
548	547	Ground Cable Placement	Per Frame	**S8FX9**	$0.36	
549	548	**DC POWER AMPERAGE CHARGE**				
550	549	HVAC	Per 10 Amps	**S8FXO**	$14.62	
551	550	Per Amp	Per Amp	**S8FXN**	$10.61	
552	551	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
553	552	**FIBER CABLE PLACEMENT**				
554	553	**Central Office:**				
555	554	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
556	555	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
557	556	**CEV, HUT & Cabinets:**				
558	557	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
559	558	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
560	559	**MISCELLANEOUS & OPTIONAL COST:**				
561	560	**MISCELLANEOUS COSTS**				
562	561	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
563	562	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
564	563	**VIRTUAL FRAME OPTIONS**				
565	564	Standard Equipment Bay	Each	**S8FX2**	$22.19	
566	565	**CEV, HUT, CABINET**				
567	566	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
568	567	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
569	568	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
570	569	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
571	570	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
572	571	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
573	572	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
574	573	**INTERCONNECTION COSTS:**				
575	574	**ILEC TO CLEC CONNECTION**				
576	575	Voice Grade Arrangement	100 Copper Pairs	**S8FXC**	$4.94	$1,481.37
577	576	Voice Grade Arrangement	100 Shielded Pairs	**S8FXD**	$4.94	$1,481.37
578	577	DS1 Arrangement - DCS	28 DS1	**S8FXE**	$297.44	$4,067.27
579	578	DS1 Arrangement - DSX	28 DS1	**S8FXF**	$9.79	$1,800.69
580	579	DS3 Arrangement - DCS	1 DS3	**S8FXG**	$115.59	$2,635.79
581	580	DS3 Arrangement - DSX	1 DS3	**S8FXH**	$7.14	$1,058.10
582	581	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8FXJ**	$6.55	$1,996.19
583	582	**VIRTUAL TO VIRTUAL CONNECTION**				
584	583	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
585	584	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
586	585	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
587	586	Route Design		**NRML9**		$463.36
588	587	Connection for DS1	Per 28 Circuits	**S8FXL**	$3.34	$930.53
589	588	Connection for DS3	Per Circuit	**S8FXM**	$3.26	$706.77
590	589	Connection for Optical	Per Cable	**S8FXK**	$3.32	$1,095.09
591	590	**PROJECT MANAGEMENT**				
592	591	**CEV, HUT & CABINET**				
593	592	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
594	593	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
595	594	**CENTRAL OFFICE TYPE**				
596	595	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
597	596	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMHN**		$242.35
598	597	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
599	598	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
600	599	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMJ9**		$242.35
601	600	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
602	601	**CEV, HUT & CABINET**				
603	602	Per Visit	4 Hour Minimum - Initial	**NRMJ9**		$242.35
604	603	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
605	604	**ADDITIONAL LABOR ELEMENTS**				
606	605	**TRAINING**				
607	606	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
608	607	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
609	608	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
610	609	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
611	610	**EQUIPMENT EVALUATION COST**				
612	611	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
613	612	**TEST AND ACCEPTANCE**				
614	613	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
615	614					

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	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
616	615	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
617	616	**PLANNING**				
618	617	Planning - Initial	Per Request	**NRFA1**		$9,268.73
619	618	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
620	619	**REAL ESTATE**				
621	620	Land Rental	Per Square Foot	**S8GEN**	$0.44	
622	621	**POWER PROVISIONING**				
623	622	**Power Cable and Infrastructure:**				
624	623	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	**NONE**		
625	624	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	**NONE**		
626	625	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	**NONE**		
627	626	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	**NONE**		
628	627	**AC Service:**				
629	628	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
630	629	AC Usage	Per KWH	**S8GEO**	$0.05	
631	630	**DC POWER AMPERAGE CHARGE**				
632	631	Per Amp	Per Amp	**S8GCR**	$10.61	
633	632	**FIBER CABLE PLACEMENT**				
634	633	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8GF4**	$2.13	$488.48
635	634	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
636	635	**CABLE RACK**				
637	636	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
638	637	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
639	638	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
640	639	**CONDUIT PLACEMENT**				
641	640	DC Power Cable Rack	Per Rack	**S8GES**		$7,386.71
642	641	Fiber Cable Rack	Per Rack	**S8GET**		$4,711.89
643	642	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GEU**		$5,545.50
644	643	**INTERCONNECTION COSTS:**				
645	644	**ILEC TO CLEC CONNECTION**				
646	645	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3G**	$3.86	$156.02
647	646	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWW**	$3.86	$156.02
648	647	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2L**	$295.42	$3,105.79
649	648	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2R**	$6.07	$486.89
650	649	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F23**	$115.30	$1,809.40
651	650	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F27**	$5.69	$116.67
652	651	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F3N**	$3.76	$495.49
653	652					
654	653	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
655	654	**PLANNING**				
656	655	Planning - Initial	Per Request	**NRFA1**		$9,268.73
657	656	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
658	657	**REAL ESTATE**				
659	658	Land Rental	Per Square Foot	**S8GEN**	$0.44	
660	659	**POWER PROVISIONING**				
661	660	**Power Cable and Infrastructure:**				
662	661	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC4**	$13.84	$7,853.86
663	662	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	**S8GC5**	$13.84	$14,584.00
664	663	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	**S8GC6**	$13.84	$20,338.00
665	664	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	**S8GC7**	$13.84	$28,143.00
666	665	**AC Service:**				
667	666	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
668	667	AC Usage	Per KWH	**S8GEO**	$0.05	
669	668	**DC POWER AMPERAGE CHARGE**				
670	669	Per Amp	Per Amp	**S8GCR**	$10.61	
671	670	**FIBER CABLE PLACEMENT**				
672	671	Fiber Installation	Per Fiber Cable Sheath	**S8GDF**	$2.13	$976.96
673	672	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
674	673	**CABLE RACK**				
675	674	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
676	675	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
677	676	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
678	677	**CONDUIT PLACEMENT**				
679	678	DC Power Cable Rack	Per 2-Duct	**S8GES**		$7,386.71
680	679	Fiber Cable Rack	Per 1-Duct	**S8GET**		$4,711.89
681	680	Interconnection Arrangement (Copper) Racking	Per 2-Duct	**S8GEU**		$5,545.50
682	681	**INTERCONNECTION COSTS:**				
683	682	**ILEC TO CLEC CONNECTION**				
684	683	Voice Grade Arrangement	100 Copper Pairs	**S8GEA**	$6.19	$1,371.93
685	684	Voice Grade Arrangement	100 Shielded Pairs	**S8GEB**	$6.19	$1,371.93
686	685	DS1 Arrangement - DCS	28 DS1	**S8GDN**	$439.98	$2,341.45
687	686	DS1 Arrangement - DSX	28 DS1	**S8GDS**	$35.04	$2,341.45
688	687	DS3 Arrangement - DCS	1 DS3	**S8GDY**	$242.36	$598.33
689	688	DS3 Arrangement - DSX	1 DS3	**S8GD3**	$12.36	$598.33
690	689	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	**S8GEG**	$8.25	$3,751.22
691	690					

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	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
692	691	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
693	692	**PLANNING**				
694	693	Planning	Per Request	**NRFA3**		$1,254.32
695	694	**CONDUIT**				
696	695	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
697	696	**INTERCONNECTION COSTS:**				
698	697	**ILEC TO CLEC CONNECTION**				
699	698	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF5**	$311.43	
700	699	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	**S8GF6**	$439.96	
701	700	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	**S8GF7**	$35.03	
702	701	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF8**	$311.43	
703	702	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF9**	$9.02	
704	703					
705	704	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
706	705	**PLANNING**				
707	706	Planning	Per Request	**NRFA3**		$1,254.32
708	707	**CONDUIT**				
709	708	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
710	709	**INTERCONNECTION COSTS:**				
711	710	**ILEC TO CLEC CONNECTION**				
712	711	Voice Grade/DS0 Arrangement	900 DS0	**S8GEC**	$311.43	$485.31
713	712	DS1 Arrangement - DCS	28 DS1	**S8GDO**	$439.96	$1,830.99
714	713	DS1 Arrangement - DSX	28 DS1	**S8GDT**	$35.03	$1,830.99
715	714	DS1 Arrangement - MDF	450 DS1	**S8GDU**	$311.43	$485.31
716	715	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEH**	$9.02	$3,370.20
717	716					
718	717	**RATES AND CHARGES FOR**				
719	718	**COMPLETE SPACE DISCONTINUANCE**				
720	719	Application Fee	Per Request	**NRFX1**		$503.95
721	720	Project Management Fee – Complete Space Discontinuance	Per Request	**NRFX2**		$2,883.10
722	721	Remove Fiber Jumpers	Per linear foot	**NRFX3**		$18.79
723	722	Remove Fiber Cables	Per linear foot	**NRFX4**		$14.43
724	723	Remove VF/DS0 Cable	Per linear foot	**NRFX5**		$2.60
725	724	Remove DS1 Cable	Per linear foot	**NRFX6**		$4.89
726	725	Remove DS3 Cable (Coax)	Per linear foot	**NRFX7**		$3.57
727	726	Remove Timing Cable	Per Request	**NRFX8**		$9.64
728	727	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFX9**		$24.76
729	728	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFXA**		$22.73
730	729	Remove Cage Grounding Material	Each grounding lead & ground bar	**NRFXB**		$1,462.85
731	730	Remove Fiber Entrance Cable	Per cable removal job	**NRFXC**		$1,664.00
732	731	Infrastructure Maps & Records	Per cable removal job	**NRFXD**		$104.00
733	732	Engineering Work Order	Per cable removal job	**NRFXE**		$104.00
734	733	Work Group Information Distribution	Per cable removal job	**NRFXF**		$104.00
735	734	Restore Floor Tile – per Standard Bay	Per Standard Bay	**NRFXG**		$71.79
736	735	Floor Restoration Contractor Trip Charge	Per trip	**NRFXH**		$144.63
737	736	Restore Floor Tile	Per Non-Standard Bay	**NRFXJ**		$81.53
738	737					
739	738	**RATES AND CHARGES FOR**				
740	739	**SPACE REASSIGNMENT/RESTENCILING**				
741	740	Application Fee	Per Request	**NRFXK**		$503.95
742	741	Project Management Fee – Space Reassignment	Per Request	**NRFXL**		$2,883.10
743	742	Restencil DS0/DSL Block	Per 100 pair block	**NRFXM**		$15.33
744	743	Restencil DS1 Block	Per 28 DS1s	**NRFXN**		$6.02
745	744	Restencil DS3 Coax Cable	Per cable	**NRFXO**		$4.90
746	745	Restencil Fiber Cable Block	Per 12 pair cable	**NRFXP**		$91.95
747	746	Restencil Fiber Jumper Block	Per 4 jumpers	**NRFXQ**		$61.30
748	747	Restencil Power and tag cables	Per 1-4 feeds	**NRFXR**		$107.28
749	748	Restencil Timing Source and tag cable	Per cable	**NRFXS**		$122.60
750	749	Timing Record Book Update	Per element	**NRFXT**		$45.98
751	750	Interconnection Records Update	Per element	**NRFXU**		$296.61
752	751	Power Records Update	Per element	**NRFXV**		$355.94
753	752	Vendor Engineering	Per Space Reassignment job	**NRFXW**		$711.88
754	753					
755	754	**RATES AND CHARGES FOR**				
756	755	**POWER REDUCTION (CABLE REMOVAL)**				
757	756	Application Fee	Per Request	**NRFXX**		$503.95
758	757	Project Management Fee – Power Reduction(cable removal)	Per Request	**NRFXY**		$2,220.45
759	758	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFXZ**		$24.76
760	759	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFY1**		$22.73
761	760					

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1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
762	761	**RATES AND CHARGES FOR**				
763	762	**POWER REDUCTION (REFUSING ONLY)**				
764	763	Application Fee	Per Request	**NRFY2**		$503.95
765	764	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	**NRFY3**		$1,562.80
766	765	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	**NRFY4**		$2,004.57
767	766	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	**NRFY5**		$367.81
768	767	Restencil Power and tag cables	Per 1-4 feeds	**NRFY6**		$107.28
769	768	Power Records Update	Per element	**NRFY7**		$355.94
770	769	Vendor Engineering	Per Space Reassignment job	**NRFY8**		$711.88
771	770	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	**NRFY9**		$490.41
772	771	Restencil Power and tag cables	Per 1-4 feeds	**NRFYA**		$107.28
773	772	Power Records Update	Per element	**NRFYB**		$355.94
774	773	Vendor Engineering	Per Space Reassignment job	**NRFYC**		$711.88
775	774					
776	775	**RATES AND CHARGES FOR**				
777	776	**INTERCONNECTION TERMINATION REDUCTION**				
778	777	Application Fee	Per Request	**NRFYD**		$503.95
779	778	Project Management Fee – Interconnection Cable Reduction	Per Request	**NRFYE**		$2,441.33
780	779	Remove VF/DS0 Cable	Per linear foot	**NRFYF**		$2.60
781	780	Remove DS1 Cable	Per linear foot	**NRFYG**		$4.89
782	781	Remove DS3 Cable (Coax)	Per linear foot	**NRFYH**		$3.57
783	782	Remove Fiber Cables	Per linear foot	**NRFYJ**		$14.43
784	783	Remove Fiber Jumpers	Per linear foot	**NRFYK**		$18.79

	WISCONSIN			AT&T Recurring	AT&T Non Recurring	
Line			USOC	Monthly	Initial	Additional
1	***NETWORK ELEMENTS***					
2	**Loops**					
3		2-Wire Analog - Rural (Access Area C)	U2HXC	$ 16.02	See NRC Prices Below	
4		2-Wire Analog - Suburban (Access Area B)	U2HXB	$ 13.33	See NRC Prices Below	
5		2-Wire Analog - Metro (Access Area A)	U2HXA	$ 11.69	See NRC Prices Below	
6		2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	$ 17.34	See NRC Prices Below	
7		2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	$ 14.44	See NRC Prices Below	
8		2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	$ 12.26	See NRC Prices Below	
9		2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	$ 17.34	See NRC Prices Below	
10		2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	$ 14.44	See NRC Prices Below	
11		2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	$ 12.26	See NRC Prices Below	
12		2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	$ 17.73	See NRC Prices Below	
13		2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	$ 14.80	See NRC Prices Below	
14		2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	$ 12.55	See NRC Prices Below	
15		2-Wire EKL - Rural (Access Area C)	U2KXC	$ 21.17	See NRC Prices Below	
16		2-Wire EKL - Suburban (Access Area B)	U2KXB	$ 17.99	See NRC Prices Below	
17		2-Wire EKL - Metro (Access Area A)	U2KXA	$ 15.08	See NRC Prices Below	
18		Conditioning for dB Loss				
19		4-Wire Analog - Rural (Access Area C)	U4HXC	$ 38.61	See NRC Prices Below	
20		4-Wire Analog - Suburban (Access Area B)	U4HXB	$ 32.52	See NRC Prices Below	
21		4-Wire Analog - Metro (Access Area A)	U4HXA	$ 27.37	See NRC Prices Below	
22		2-Wire Digital - Rural (Access Area C)	U2QXC	$ 21.99	See NRC Prices Below	
23		2-Wire Digital - Suburban (Access Area B)	U2QXB	$ 18.39	See NRC Prices Below	
24		2-Wire Digital - Metro (Access Area A)	U2QXA	$ 15.55	See NRC Prices Below	
25		Service Coord. Fee per account, per CO		$ 1.77		
26		DS1 Loop - Rural (Access Area C)	4U1XC	$ 52.82	See NRC Prices Below	
27		DS1 Loop - Suburban (Access Area B)	4U1XB	$ 54.41	See NRC Prices Below	
28		DS1 Loop - Metro (Access Area A)	4U1XA	$ 45.11	See NRC Prices Below	
29		DS3 Loop - Rural (Access Area C)	U4D3C	$ 545.69	See NRC Prices Below	
30		DS3 Loop - Suburban (Access Area B)	U4D3B	$ 528.88	See NRC Prices Below	
31		DS3 Loop - Metro (Access Area A)	U4D3A	$ 438.33	See NRC Prices Below	
32						
33	**DSL Capable Loops**					
34		2-Wire xDSL Loop				
35		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 13.33	See NRC Prices Below	
36		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 12.33	See NRC Prices Below	
37		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 11.85	See NRC Prices Below	
38						
39		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 13.33	See NRC Prices Below	
40		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 12.33	See NRC Prices Below	
41		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 11.85	See NRC Prices Below	
42						
43		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 13.33	See NRC Prices Below	
44		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 12.33	See NRC Prices Below	
45		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 11.85	See NRC Prices Below	
46						
47		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 13.33	See NRC Prices Below	
48		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 12.33	See NRC Prices Below	
49		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 11.85	See NRC Prices Below	
50						
51		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 13.33	See NRC Prices Below	
52		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 12.33	See NRC Prices Below	
53		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 11.85	See NRC Prices Below	
54						
55		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 13.33	See NRC Prices Below	
56		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 12.33	See NRC Prices Below	
57		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 11.85	See NRC Prices Below	
58		4-Wire xDSL Loop				
59		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 24.53	See NRC prices below	
60		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 22.42	See NRC prices below	
61		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 21.25	See NRC prices below	
62						
63	**IDSL Capable Loop**					
64		IDSL Loop Access Area C - Rural	UY5FC	$ 21.99	See NRC Prices Below	
65		IDSL Loop Access Area B - Suburban	UY5FB	$ 18.39	See NRC Prices Below	
66		IDSL Loop Access Area A - Metro	UY5FA	$ 15.55	See NRC Prices Below	
67						
68		Loop Qualification Process				
69		Loop Qualification Process - Mechanized	NR98U	N/A	$ 0.10	N/A
70		Loop Qualification Process - Manual	NRBXU	N/A	$ 26.12	N/A
71						
72		DSL Conditioning Options - >12KFT and < 17.5KFT*				
73		Removal of Repeater Options	NRBXV	N/A	$ 149.01	N/A
74		Removal Bridged Tap Option	NRBXW	N/A	$ 720.01	N/A
75		Removal of Load Coil	NRBXZ	N/A	$ 691.82	N/A
76		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT*				
77		Removal of Repeater Options	NRBNL	N/A	$ 145.82	N/A

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

	WISCONSIN				AT&T Recurring	AT&T Non Recurring	
Line				USOC	Monthly	Initial	Additional
78			Removal Bridged Tap Option	NRBNK	N/A	$ 344.90	N/A
79			Removal of Load Coil	NRBNJ	N/A	$ 582.38	N/A
80							
81	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP*						
82			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	N/A	$ 230.66	
83			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A	$ 597.00	
84			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	N/A	$ 230.66	
85			Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM	N/A	$ 230.66	
86							
87	* IN Wisconsin only, if CLEC has incorporated the UNE Loop rates from PSCW Docket 6720-TI-187 into this Agreement, the non-recurring conditioning rates for						
88	Wisconsin set forth herein above shall be eliminated and AT&T Wisconsin shall cease to bill and collect for such rates.						
89							
90	**Loop Non-Recurring Charges**						
91		Bus Service Order - Establish		SEPUP		$ 0.07	
92		Bus Service Order - Establish - Disconnect		NR9OE		$ 0.04	
93		Bus Service Order - Add/Change		REAH9		$ 0.07	
94		Bus Line Connection - Stand alone UNE loop		SEPUC		$ 30.64	
95		Bus Line Connection - Stand alone UNE loop - Disconnect		NR9OG		$ 3.86	
96		Bus Line Connection Add/Change		REAH5		$ 30.64	
97		Bus Record Work Only		NR9UP		$ 0.04	
98		Res Service Order - Establish		SEPUP		$ 0.07	
99		Res Service Order - Establish - Disconnect		NR9OE		$ 0.04	
100		Res Service Order - Add/Change		REAH9		$ 0.07	
101		Res Line Connection		SEPUC		$ 30.64	
102		Res Line Connection - Disconnect		NR9OG		$ 3.86	
103		Res Line Connection Add/Change		REAH5		$ 30.64	
104		Res Record Work Only		NR9UP		$ 0.04	
105		Service Order -	Establish - Interim Rate per Second Interim Order - 2 Wire digital Disconnect	NKCQM		$ 0.04	
106		Line Connection	per termination - DSO/Digital Disconnect	NKCQN		$ 3.86	
107							
108	**DS1 Loop Non-Recurring Charges**						
109		Administrative Charge - per order		NR9OR		$ 138.62	
110		Administrative Charge - per order - Disconnect		NR9OT		$ 55.72	
111		Design & Central Office Connection Charge - per circuit		NR9OU		$ 433.60	
112		Design & Central Office Connection Charge - per circuit - Disconnect		NR9OV		$ 81.11	
113		Customer Connection Charge per Termination		NR9OW		$ 179.90	
114							
115	**DS3 Loop Non-Recurring Charges**						
116		Administrative Charge - per order		NR9OY	N/A	$ 83.66	N/A
117		Administrative Charge - Disconnect Order		NR9OZ	N/A	$ 39.93	
118		Design & Central Office Connection Charge, per circuit		NR9O1	N/A	$ 587.70	N/A
119		Design & Central Office Connection Charge, per circuit - Disconnect		NR9O2	N/A	$ 82.92	
120		Customer Connection Charge per Termination		NR9O3	N/A	$ 197.18	N/A
121							
122	**SUB-LOOPS**						
123		**ECS to SAI sub-loop**					
124			2 Wire Analog - area A	PENDING	$ 1.28	See NRC prices below	
125			2 Wire Analog - area B	PENDING	$ 1.20	See NRC prices below	
126			2 Wire Analog - area C	PENDING	$ 1.16	See NRC prices below	
127			4 Wire Analog - area A	PENDING	$ 2.55	See NRC prices below	
128			4 Wire Analog - area B	PENDING	$ 2.37	See NRC prices below	
129			4 Wire Analog - area C	PENDING	$ 2.29	See NRC prices below	
130			2 Wire DSL Compatible - area A	PENDING	$ 1.28	See NRC prices below	
131			2 Wire DSL Compatible - area B	PENDING	$ 1.20	See NRC prices below	
132			2 Wire DSL Compatible - area C	PENDING	$ 1.16	See NRC prices below	
133			4 Wire DSL Compatible - area A	PENDING	$ 2.55	See NRC prices below	
134			4 Wire DSL Compatible - area B	PENDING	$ 2.37	See NRC prices below	
135			4 Wire DSL Compatible - area C	PENDING	$ 2.29	See NRC prices below	
136		**ECS to Terminal sub-loop**					
137			2 Wire Analog - area A	PENDING	$ 5.05	See NRC prices below	
138			2 Wire Analog - area B	PENDING	$ 6.05	See NRC prices below	
139			2 Wire Analog - area C	PENDING	$ 9.79	See NRC prices below	
140			4 Wire Analog - area A	PENDING	$ 10.09	See NRC prices below	
141			4 Wire Analog - area B	PENDING	$ 12.05	See NRC prices below	
142			4 Wire Analog - area C	PENDING	$ 19.54	See NRC prices below	
143			2 Wire DSL Compatible - area A	PENDING	$ 5.05	See NRC prices below	
144			2 Wire DSL Compatible - area B	PENDING	$ 6.05	See NRC prices below	
145			2 Wire DSL Compatible - area C	PENDING	$ 9.79	See NRC prices below	
146			4 Wire DSL Compatible - area A	PENDING	$ 10.09	See NRC prices below	
147			4 Wire DSL Compatible - area B	PENDING	$ 12.05	See NRC prices below	
148			4 Wire DSL Compatible - area C	PENDING	$ 19.54	See NRC prices below	
149		**ECS to NID sub-loop**					
150			2 Wire Analog - area A	PENDING	$ 5.80	See NRC prices below	
151			2 Wire Analog - area B	PENDING	$ 6.81	See NRC prices below	
152			2 Wire Analog - area C	PENDING	$ 10.62	See NRC prices below	
153			4 Wire Analog - area A	PENDING	$ 11.56	See NRC prices below	

TBD -To be determined
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NA -Not Applicable

	WISCONSIN			AT&T Recurring	AT&T Non Recurring	
Line			USOC	Monthly	Initial	Additional
154		4 Wire Analog - area B	PENDING	$ 13.56	See NRC prices below	
155		4 Wire Analog - area C	PENDING	$ 21.22	See NRC prices below	
156		2 Wire DSL Compatible - area A	PENDING	$ 5.80	See NRC prices below	
157		2 Wire DSL Compatible - area B	PENDING	$ 6.81	See NRC prices below	
158		2 Wire DSL Compatible - area C	PENDING	$ 10.62	See NRC prices below	
159		4 Wire DSL Compatible - area A	PENDING	$ 11.56	See NRC prices below	
160		4 Wire DSL Compatible - area B	PENDING	$ 13.56	See NRC prices below	
161		4 Wire DSL Compatible - area C	PENDING	$ 21.22	See NRC prices below	
162	**SAI to Terminal sub-loop**					
163		2 Wire Analog - area A	PENDING	$ 4.88	See NRC prices below	
164		2 Wire Analog - area B	PENDING	$ 5.83	See NRC prices below	
165		2 Wire Analog - area C	PENDING	$ 9.66	See NRC prices below	
166		4 Wire Analog - area A	PENDING	$ 9.75	See NRC prices below	
167		4 Wire Analog - area B	PENDING	$ 11.66	See NRC prices below	
168		4 Wire Analog - area C	PENDING	$ 19.29	See NRC prices below	
169		2 Wire DSL Compatible - area A	PENDING	$ 4.88	See NRC prices below	
170		2 Wire DSL Compatible - area B	PENDING	$ 5.83	See NRC prices below	
171		2 Wire DSL Compatible - area C	PENDING	$ 9.66	See NRC prices below	
172		4 Wire DSL Compatible - area A	PENDING	$ 9.75	See NRC prices below	
173		4 Wire DSL Compatible - area B	PENDING	$ 11.66	See NRC prices below	
174		4 Wire DSL Compatible - area C	PENDING	$ 19.29	See NRC prices below	
175	**SAI to NID sub-loop**					
176		2 Wire Analog - area A	PENDING	$ 5.61	See NRC prices below	
177		2 Wire Analog - area B	PENDING	$ 6.61	See NRC prices below	
178		2 Wire Analog - area C	PENDING	$ 10.49	See NRC prices below	
179		4 Wire Analog - area A	PENDING	$ 11.22	See NRC prices below	
180		4 Wire Analog - area B	PENDING	$ 13.16	See NRC prices below	
181		4 Wire Analog - area C	PENDING	$ 20.97	See NRC prices below	
182		2 Wire DSL Compatible - area A	PENDING	$ 5.61	See NRC prices below	
183		2 Wire DSL Compatible - area B	PENDING	$ 6.61	See NRC prices below	
184		2 Wire DSL Compatible - area C	PENDING	$ 10.49	See NRC prices below	
185		4 Wire DSL Compatible - area A	PENDING	$ 11.22	See NRC prices below	
186		4 Wire DSL Compatible - area B	PENDING	$ 13.16	See NRC prices below	
187		4 Wire DSL Compatible - area C	PENDING	$ 20.97	See NRC prices below	
188	**Terminal to NID sub-loop**					
189		2 Wire Analog - area A	PENDING	$ 1.14	See NRC prices below	
190		2 Wire Analog - area B	PENDING	$ 1.15	See NRC prices below	
191		2 Wire Analog - area C	PENDING	$ 1.23	See NRC prices below	
192		4 Wire Analog - area A	PENDING	$ 2.25	See NRC prices below	
193		4 Wire Analog - area B	PENDING	$ 2.30	See NRC prices below	
194		4 Wire Analog - area C	PENDING	$ 2.47	See NRC prices below	
195		2 Wire DSL Compatible - area A	PENDING	$ 1.14	See NRC prices below	
196		2 Wire DSL Compatible - area B	PENDING	$ 1.15	See NRC prices below	
197		2 Wire DSL Compatible - area C	PENDING	$ 1.23	See NRC prices below	
198		4 Wire DSL Compatible - area A	PENDING	$ 2.25	See NRC prices below	
199		4 Wire DSL Compatible - area B	PENDING	$ 2.30	See NRC prices below	
200		4 Wire DSL Compatible - area C	PENDING	$ 2.47	See NRC prices below	
201	**NID sub-loop element**					
202		2 Wire Analog - area A	PENDING	TBD	See NRC prices below	
203		2 Wire Analog - area B	PENDING	TBD	See NRC prices below	
204		2 Wire Analog - area C	PENDING	TBD	See NRC prices below	
205		4 Wire Analog - area A	PENDING	TBD	See NRC prices below	
206		4 Wire Analog - area B	PENDING	TBD	See NRC prices below	
207		4 Wire Analog - area C	PENDING	TBD	See NRC prices below	
208		2 Wire DSL - area A	PENDING	TBD	See NRC prices below	
209		2 Wire DSL - area B	PENDING	TBD	See NRC prices below	
210		2 Wire DSL - area C	PENDING	TBD	See NRC prices below	
211		4 Wire DSL - area A	PENDING	TBD	See NRC prices below	
212		4 Wire DSL - area B	PENDING	TBD	See NRC prices below	
213		4 Wire DSL - area C	PENDING	TBD	See NRC prices below	
214		2 Wire ISDN Compatible - area A	PENDING	TBD	See NRC prices below	
215		2 Wire ISDN Compatible - area B	PENDING	TBD	See NRC prices below	
216		2 Wire ISDN Compatible - area C	PENDING	TBD	See NRC prices below	
217		4 Wire DS1 Compatible - area A	PENDING	TBD	See NRC prices below	
218		4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below	
219		4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below	
220		DS3 compatible subloop - area A	PENDING	TBD	See NRC prices below	
221		DS3 compatible subloop - area B	PENDING	TBD	See NRC prices below	
222		DS3 compatible subloop - area C	PENDING	TBD	See NRC prices below	
223	**Sub-Loop Non-Recurring Charges**					
224		2-Wire Analog Sub-Loop	PENDING		$ 137.70	
225		2-Wire Analog Sub-Loop - Disconnect	PENDING		$ 52.99	
226		4-Wire Analog Sub-Loop	PENDING		$ 138.64	
227		4-Wire Analog Sub-Loop - Disconnect	PENDING		$ 52.99	
228		2-Wire xDSL Digital Sub-Loop	PENDING		$ 148.38	
229		2-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		$ 52.98	
230		4-Wire xDSL Digital Sub-Loop	PENDING		$ 152.36	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

	WISCONSIN				AT&T Recurring	AT&T Non Recurring	
Line				USOC	Monthly	Initial	Additional
231			4-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		$ 53.24	
232			2-Wire ISDN Digital Sub-Loop	PENDING		$ 176.96	
233			2-Wire ISDN Digital Sub-Loop - Disconnect	PENDING		$ 52.98	
234			4-Wire DS1 Digital Sub-Loop	PENDING		$ 346.37	
235			4-Wire DS1 Digital Sub-Loop - Disconnect	PENDING		$ 78.59	
236		**Service Order Charge**					
237			Establish, per occasion	PENDING		$ 0.07	
238			Establish, per occasion - Disconnect	PENDING		$ 0.04	
239			Add or change, per occasion	PENDING		$ 0.07	
240			Record Work Only	PENDING		$ 0.04	
241		**Line Connection Charge**					
242			per occasion	PENDING		$ 30.64	
243			per occasion - Disconnect	PENDING		$ 3.86	
244							
245	**LST**						
246		Line & Station Transfer (LST) performed on CODSLAM Loop		URCLD	N/A	$ 160.08	
247		Line & Station Transfer (LST) performed on CODSLAM Loop		URCLB	N/A	$ 141.25	
248							
249	**LNP**						
250	Local Number Portability			NSR	$0.00		
251							
252	**Cross Connects**						
253		2-Wire		CXCT2	$ 0.19	N/A	N/A
254		4-Wire		CXCT4	$ 0.38	N/A	N/A
255		DS1/LT1		CXCDX	$ 0.52	N/A	N/A
256		DS3/LT3		CXC8X	$ 0.96	N/A	N/A
257		DS3 C.O. Cross-Connect to Collocation		CXCBX	$ 25.89		
258							
259	**Dedicated Transport**						
260		**Interoffice Transport:**					
261		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 18.49		
262			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 2.19		
263		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	$ 191.33		
264			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	$ 33.29		
265							
266	**Multiplexing**						
267		DS1 to Voice Grade		QMVX1-X3	$ 342.91		
268		DS3 to DS1		QM3X1-X3	$ 473.51		
269							
270	**Dedicated Transport Cross Connects**						
271		DS1		CXCDX	$ 0.52		
272		DS3		CXCEX	$ 0.96		
273							
274		**Dark Fiber Interoffice**					
275			Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$ 30.41		
276			Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$ 0.003315		
277			Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$ 2.69		
278		**Inquiry (Per Request)**					
279			Dark Fiber Interoffice Transport - NRC	NR9D6		$ 284.17	
280		**FIRM ORDER (Per Fiber Strand)**					
281			Administrative per Order				
282			Connect	NRB51		$ 10.97	
283			Disconnect	N49H2		$ 12.73	
284			Dark Fiber Interoffice Transport - NRC				
285			Connect	NRB54		$ 411.80	
286			Disconnect	NR9H5		$ 106.10	
287							
288	**Dedicated Transport Optional Features & Functions**						
289		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3	N/A	$ 271.14	
290			Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect	PENDING		$ 63.91	
291							
292	**Dedicated Transport Installation & Rearrangement Charges**						
293		DS1	Administration Charge - Per Order	ORCMX	N/A	$ 93.93	N/A
294			Administrative Charge - Per Disconnect Order	TBD	N/A	$ 51.45	
295			Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	$ 458.47	N/A
296			Design & Central Office Connection Charge Disconnect - Per Circuit	TBD	N/A	$ 82.00	
297			Carrier Connection Charge - Per Order	NRBBL	N/A	$ 181.97	N/A
298		DS3	Administration Charge - Per Order	ORCMX	N/A	$ 88.25	N/A
299			Administrative Charge - Per Disconnect Order	TBD	N/A	$ 54.50	
300			Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	$ 629.55	N/A
301			Design & Central Office Connection Charge Disconnect - Per Circuit	TBD	N/A	$ 89.31	N/A
302			Carrier Connection Charge - Per Order	NRBBL	N/A	$ 197.18	N/A
303							
304	**Routine Modifications**						
305		Routine Modifications of Existing Facilities Charge		N3RUE	N/A	ICB	N/A
306							
307	**Maintenance of Service Charge**			VRP	N/A	$ 71.00	N/A

TBD -To be determined
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NA -Not Applicable

	WISCONSIN				AT&T Recurring	AT&T Non Recurring	
Line				USOC	Monthly	Initial	Additional
308							
309							
310	***OTHER***						
311							
312		Directory Assistance					
313			**Facility-based DA**				
314			Directory Assistance, per call	OPEN	$ 0.40	N/A	N/A
315			National Directory Assistance (NDA), per call	OPEN	$ 0.65		
316			Reverse Directory Assistance (RDA), per call	OPEN	$ 0.65		
317			Business Category Search (BCS) / if applicable, per call	OPEN	$ 0.65		
318			Directory Assistance Call Completion (DACC)	OPEN	$ 0.15	N/A	N/A
319							
320			Branding - Other - Initial/Subsequent Load	OPEN		$ 1,800.00	$ 1,800.00
321			- per call	OPEN	$ 0.03		
322							
323			Branding - Facility Based - Initial/Subsequent Load				
324			- Branding, per trunk group	OPEN	N/A	$ 800.00	$ 800.00
325							
326			Rate Reference - Initial Load	OPEN	N/A	$ 5,000.00	N/A
327			Rate Reference - Subsequent Load	OPEN	N/A	N/A	$ 1,500.00
328							
329			**Operator Services**				
330							
331			Fully Automated Call Processing, per call	OPEN	$ 0.15	N/A	N/A
332			Operator Assisted Call Processing - All Types (Including Busy Line Verify [BLV]				
333			and BLV/Emergency Interrupt [BLV/I]), per work second	OPEN	$ 0.03	N/A	N/A
334							
335		DA Listings					
336		DA Listing License					
337			Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
338			- per listing for initial load	OPEN	N/A	$ 0.040	N/A
339			- per listing for subsequent updates	OPEN	N/A	$ 0.060	N/A
340			Option #2 Full File (all states inclusive) Billable Release				
341			- per listing for initial load	OPEN	N/A	$ 0.020	N/A
342			- per listing for subsequent updates	OPEN	N/A	$ 0.030	N/A
343			- per usage/query	OPEN	N/A	$ 0.020	N/A
344			Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
345			- per listing for initial load	OPEN	N/A	$ 0.050	N/A
346			- per listing for subsequent updates	OPEN	N/A	$ 0.060	N/A
347			Option #4 Pick & Choose (by state) Billable Release				
348			- per listing for initial load	OPEN	N/A	$ 0.020	N/A
349			- per listing for subsequent updates	OPEN	N/A	$ 0.030	N/A
350			- per usage/query	OPEN	N/A	$ 0.020	N/A
351							
352		Operator Services					
353			National Directory Assistance (NDA), per call	OPEN	$ 0.65	N/A	
354			Reverse Directory Assistance (RDA), per call	OPEN	$ 0.65	N/A	
355			Business Category Search (BCS) / if applicable, per call	OPEN	$ 0.65	N/A	
356			Directory Assistance Call Completion (DACC)	OPEN	$ 0.15	N/A	
357			Fully Automated Call Processing, per occurrence	OPEN	$ 0.15	N/A	N/A
358			Operator Assisted Call Processing, per work second	OPEN	$ 0.03	N/A	N/A
359							
360			Branding - Other - Initial/Subsequent Load	OPEN		$ 1,800.00	
361			- per call	OPEN	$ 0.03		
362							
363			Branding - Facility Based - Initial/Subsequent Load				
364			- per trunk group	OPEN	N/A	$ 800.00	N/A
365							
366			Operator Services - Rate Reference - Initial Load	OPEN	N/A	$ 5,000.00	N/A
367			Operator Services - Rate Reference - Subsequent Load	OPEN	N/A	$ 1,500.00	N/A
368							
369		Ancillary Message Billing Compensation (Per Message)		OPEN	$ 0.03	N/A	N/A
370							
371		Non Intercompany Settlement (NICS) Billing Charge (Per Message)		Not Applicable	$ 0.05		
372							
373		Structure Access - Poles & Ducts			Annually		
374			Poles ($/attachment/yr.)* ##		$ 2.50		
375			Per Foot Conduit Occupancy Fees ##				
376			Full Duct ($/ft/yr.)		$ 0.96		
377			Half Duct ($/ft/yr)		$ 0.48		
378							
379			Application fee	OPEN		$ 200.00	
380							
381			Unauthorized Attachment Fee			$500 per Pole	
382			Unauthorized Occupancy Fee			$50 per Conduit Pole	
383							

TBD -To be determined
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NA -Not Applicable

	WISCONSIN			AT&T Recurring	AT&T Non Recurring	
Line			USOC	Monthly	Initial	Additional
384		* For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
385		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
386		## Note: All pole and conduit license fees are for a period of one year from January 1				
387		thru December 31, effective January 1, 2005 and billable semi-annually in advance in January and July of each year.				
388		New rates will be communicated to CLEC no later than November 1st for the succeeding year.				
389						
390	Emergency Number Service Access					
391		911 Selective Router Interconnection				
392		- Digital DS1 Interface		$ 333.02	$ 1,231.58	
393		- Each DSO installed	OPEN	N/A	$ 642.28	
394		- Analog Channel Interface	EVG9X	$ 26.29	$ 737.59	
395		ANI/ALI/SR and Database Management				
396		- Per 100 records, rounded up to nearest 100	9S89X	$ 3.75	$ 642.78	
397		- Access Routing File (CD-ROM)	OPEN	$ 23.39		
398		911 Selective Router Switch Administration				
399		- Per Selective Router	OPEN	$ 6.05	$ 2,318.07	
400						
401	Daily Usage Feed (DUF), per message		USAGE	$ 0.000531		
402						
403	**INTERCARRIER COMPENSATION**					
404	Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU		USAGE	$ 0.0007		
405						
406	**TRANSIT SERVICE**					
407						
408	**Tandem Switching**					
409		per minute of use	USAGE	$ 0.004406	NA	NA
410						
411	**Tandem Transport**					
412		per minute of use	USAGE	$ 0.000070	NA	NA
413						
414	**Tandem Transport Facility**					
415		per minute of use	USAGE	$ 0.000061	NA	NA
416						
417	***RESALE***			RECURRING	NON-RECURRING	
418	**BUSINESS**					
419	**LOCAL EXCHANGE SERVICE**					
420	Business 1 Party		RESALE	17.50%	27.50%	
421	Business - Measured		RESALE	17.50%	27.50%	
422	Customer Operated Pay Telephone (COPT)		RESALE	N/A	27.50%	
423						
424	**EXPANDED LOCAL CALLING**					
425	Extended Area Service		RESALE	20.00%	20.00%	
426						
427	**VERTICAL SERVICES**					
428	Anonymous Call Rejection		RESALE	25.00%	25.00%	
429	Repeat Dialing (Auto Redial)		RESALE	25.00%	25.00%	
430	Repeat Dialing - Per Use (Auto Redial - Usage Sensitive)		RESALE	25.00%	25.00%	
431	Call Blocker		RESALE	25.00%	25.00%	
432	Call Forwarding		RESALE	25.00%	25.00%	
433	Call Forwarding - Busy Line		RESALE	25.00%	25.00%	
434	Call Forwarding - Busy Line/Don't Answer		RESALE	25.00%	25.00%	
435	Call Forwarding - Don't Answer		RESALE	25.00%	25.00%	
436	Automatic CallBack (Call Return)		RESALE	25.00%	25.00%	
437	Automatic CallBack - Per Use (Call Return - Usage Sensitive)		RESALE	25.00%	25.00%	
438	Call Trace		RESALE	25.00%	25.00%	
439	Call Waiting		RESALE	25.00%	25.00%	
440	Caller ID WithName (Calling Name)		RESALE	25.00%	25.00%	
441	Caller ID (Calling Number)		RESALE	25.00%	25.00%	
442	MultiRing Service - 1 (Personalized Ring - 1 Dependent Number)		RESALE	25.00%	25.00%	
443	MultiRing Service - 2 (Personalized Ring - 2 Dependent Numbers)		RESALE	25.00%	25.00%	
444	Remote Access to Call Forwarding (Grandfathered)		RESALE	0.00%	0.00%	
445	Selective Call Forwarding		RESALE	0.00%	0.00%	
446	Multi-Path Call Forwarding (Simultaneous Call Forwarding)		RESALE	25.00%	25.00%	
447	Remote Call Forwarding-Per Feature		RESALE	25.00%	25.00%	
448	RCF, Interstate, Interexchange		RESALE	25.00%	25.00%	
449	RCF, Intrastate		RESALE	25.00%	25.00%	
450	RCF, Interstate, International		RESALE	25.00%	25.00%	
451	RCF, Intrastate, Interexchange		RESALE	25.00%	25.00%	
452	RCF to 800		RESALE	25.00%	25.00%	
453	RCF Additional		RESALE	25.00%	25.00%	
454	Speed Calling 8		RESALE	25.00%	25.00%	
455	Speed Calling 30		RESALE	25.00%	25.00%	
456	Three Way Calling		RESALE	25.00%	25.00%	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

	WISCONSIN			AT&T Recurring	AT&T Non Recurring	
Line			USOC	Monthly	Initial	Additional
457		Call Screening	RESALE	25.00%	25.00%	
458		Busy Line Transfer	RESALE	25.00%	25.00%	
459		Alternate Answer	RESALE	25.00%	25.00%	
460		Message Waiting - Tone	RESALE	25.00%	25.00%	
461		Easy Call	RESALE	25.00%	25.00%	
462		Prime Number Service	RESALE	25.00%	25.00%	
463		AT&T Wisconsin Privacy Manager	RESALE	25.00%	25.00%	
464		Name and Number Delivery Service	RESALE	25.00%	25.00%	
465						
466		**DID**				
467		DID	RESALE	15.00%	15.00%	
468						
469		**TRUNKS**				
470		Trunk	RESALE	17.50%	17.50%	
471						
472		**AIN**				
473		Area Wide Networking	RESALE	25.00%	25.00%	
474		AT&T Wisconsin Switch Alternate Routing (ANSAR)	RESALE	25.00%	25.00%	
475		AT&T Wisconsin Customer Location Alternate Routing (ACLAR)	RESALE	25.00%	25.00%	
476						
477		**OTHER**				
478		Grandfathered Services	RESALE	0.00%	0.00%	
479		Promotions (Greater than 90 days)	RESALE	25.00%	25.00%	
480		TouchTone (Business)	RESALE	25.00%	25.00%	
481		TouchTone (Trunk)	RESALE	25.00%	25.00%	
482		900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	
483		976 (976 Information Delivery Service)	RESALE	0%	0%	
484		Access Services (See Current Access Tariff)	RESALE	0%	0%	
485		Additional Directory Listings	RESALE	15.00%	15.00%	
486		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	
487		Connection Services	RESALE	25.00%	25.00%	
488		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
489		Shared Tenant Service	RESALE	0%	0%	
490						
491		**Data Services**				
492		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	8.00%	8.00%	
493		PBX Trunks	RESALE	8.00%	8.00%	
494		Multi-Service Optical Network (MON)	RESALE	8.00%	8.00%	
495		OCn-PTP	RESALE	8.00%	8.00%	
496		ADTS-E	RESALE	8.00%	8.00%	
497		DS0	RESALE	8.00%	8.00%	
498		DS1	RESALE	8.00%	8.00%	
499		DS3	RESALE	8.00%	8.00%	
500						
501		**ISDN**				
502		ISDN	RESALE	9.70%	9.70%	
503						
504						
505		**TOLL**				
506		TOLL	RESALE	25.00%	25.00%	
507						
508		**OPTIONAL TOLL CALLING PLANS**				
509		Optional Toll Calling Plans	RESALE	25.00%	25.00%	
510						
511		**CENTREX (PLEXAR)**				
512		AT&T Wisconsin Centrex Service ACS	RESALE	25.00%	25.00%	
513		AT&T Wisconsin Centrex Network Manager	RESALE	0.00%	0.00%	
514						
515		**PRIVATE LINE**				
516		Analog Private Lines	RESALE	8.00%	8.00%	
517		Private Line Channel Services	RESALE	8.00%	8.00%	
518						
519		**RESIDENCE**		***RESALE DISCOUNTS***		
520		LOCAL EXCHANGE SERVICE		RECURRING	NON-RECURRING	
521		Life Line	RESALE	0.00%	0.00%	
522		Residence 1 Party	RESALE	14.50%	25.00%	
523		Residence Measured	RESALE	14.50%	25.00%	
524						
525		**EXPANDED LOCAL CALLING**				
526		Extended Area Service	RESALE	17.50%	17.50%	
527						
528		**VERTICAL SERVICES**				
529		Anonymous Call Rejection	RESALE	23.00%	23.00%	
530		Repeat Dialing (Auto Redial)	RESALE	23.00%	23.00%	
531		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	23.00%	23.00%	
532		Call Blocker	RESALE	23.00%	23.00%	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

	WISCONSIN			AT&T Recurring	AT&T Non Recurring	
Line			USOC	Monthly	Initial	Additional
533		Call Forwarding	RESALE	23.00%	23.00%	
534		Call Forwarding - Busy Line	RESALE	23.00%	23.00%	
535		Call Forwarding - Busy Line/Don't Answer	RESALE	23.00%	23.00%	
536		Call Forwarding - Don't Answer	RESALE	23.00%	23.00%	
537		Automatic Call-Back (Call Return)	RESALE	23.00%	23.00%	
538		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	23.00%	23.00%	
539		Call Trace	RESALE	23.00%	23.00%	
540		Call Waiting	RESALE	23.00%	23.00%	
541		Caller ID with Name (Calling Name)	RESALE	23.00%	23.00%	
542		Caller ID (Calling Number)	RESALE	23.00%	23.00%	
543		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	23.00%	23.00%	
544		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	23.00%	23.00%	
545		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%	
546		RCF, Interstate, Interexchange	RESALE	23.00%	23.00%	
547		RCF, Intrastate	RESALE	23.00%	23.00%	
548		RCF, Interstate, International	RESALE	23.00%	23.00%	
549		RCF, Intrastate, Interexchange	RESALE	23.00%	23.00%	
550		RCF to 800	RESALE	23.00%	23.00%	
551		RCF Additional	RESALE	23.00%	23.00%	
552		Selective Call Forwarding	RESALE	23.00%	23.00%	
553		Speed Calling 8	RESALE	23.00%	23.00%	
554		Three Way Calling	RESALE	23.00%	23.00%	
555		Call Screening	RESALE	23.00%	23.00%	
556		Busy Line Transfer	RESALE	23.00%	23.00%	
557		Alternate Answer	RESALE	23.00%	23.00%	
558		Message Waiting - Tone	RESALE	23.00%	23.00%	
559		Easy Call	RESALE	23.00%	23.00%	
560		AT&T Wisconsin Privacy Manager	RESALE	23.00%	23.00%	
561		Name and Number Delivery Service	RESALE	23.00%	23.00%	
562						
563		**ISDN**				
564		ISDN	RESALE	9.70%	9.70%	
565						
566		**DIRECTORY ASSISTANCE SERVICES**				
567		Directory Assistance Services	RESALE	15.00%	N/A	
568		Local Operator Assistance Service	RESALE	15.00%	N/A	
569		Reverse Directory Assistance (RDA), per call	RESALE	$ 0.65	N/A	
570		National Directory Assistance (NDA), per call	OPEN	$ 0.65	N/A	
571		Business Category Search (BCS) / if applicable, per call	OPEN	$ 0.65	N/A	
572		Directory Assistance Call Completion (DACC)	OPEN	$ 0.15	N/A	
573						
574		**OS/DA Automated Call Greeting and References / Rates**				
575		Branding - Other - Initial/Subsequent Load, per switch	OPEN		$ 1,800.00	$ 1,800.00
576		Branding and Reference/Rate Look Up, per OS/DA call	OPEN	$ 0.03		
577		Rate Reference - Initial Load	OPEN	N/A	$ 5,000.00	N/A
578		Rate Reference - Subsequent Load	OPEN	N/A	N/A	$ 1,500.00
579						
580						
581						
582		**OTHER**				
583		Grandfathered Services	RESALE	0.00%	0.00%	
584		Promotions (Greater than 90 Days)	RESALE	23.00%	23.00%	
585		TouchTone	RESALE	23.00%	23.00%	
586		Home Services Packages	RESALE	23.00%	23.00%	
587		900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	
588		976 (976 Information Delivery Service)	RESALE	0%	0%	
589		Access Services (See Current Access Tariff)	RESALE	0%	0%	
590		Additional Directory Listings	RESALE	15.00%	15.00%	
591		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	
592		Connection Services	RESALE	25.00%	25.00%	
593		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
594		Shared Tenant Service	RESALE	0%	0%	
595		Restoral of Service Charge			Current Tariff 20 Part 22 Section 2	
596						
597		**TOLL**				
598		Toll	RESALE	21.50%	21.50%	
599						
600		**Electronic Billing Information Data (daily usage)**	RESALE	$ 0.000531		
601		per message	USAGE			
602						
603		**Line Connection Charge**				
604		Residence	RESALE	Current Tariff 20 Part 22 Section 2		
605		Business	RESALE	Current Tariff 20 Part 22 Section 2		
606						
607		**Service Order/Service Request Charge**				
608		Residence	RESALE	Current Tariff 20 Part 22 Section 2		
609		Business	RESALE	Current Tariff 20 Part 22 Section 2		

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

	WISCONSIN				**AT&T Recurring**	**AT&T Non Recurring**	
Line				**USOC**	Monthly	Initial	Additional
610							
611		**Non-Electronic (Manual) Service Order Charge**					
612		Residence		RESALE	Current Tariff 20 Part 22 Section 2		
613		Business		RESALE	Current Tariff 20 Part 22 Section 2		
614							
615		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**IDLC** conversion charge will be added to the new unbundled loop rates.					
616		The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc., Ameritech Current Tariff, P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed services. Ameritech Wisconsin reserves its rights to change current tariffs filed with state commissions as is necessary from time to time as provided by Applicable Law.					

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

WISCONSIN BELL, INC. d/b/a ATT WISCONSIN
Collocation Rate Summary
April 24, 2007

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
2	**REAL ESTATE**				
3	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28
4	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56
5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97	
6	**COMMON SYSTEMS**				
7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86
8	**PLANNING**				
9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
10	Planning	Per Request	**NRFCD**		$5,244.43
11	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
12	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
13	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
14	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
15	**POWER PROVISIONING**				
16	**Power Panel:**				
17	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
18	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
19	**Power Cable and Infrastructure:**				
20	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
27	**Equipment Grounding:**				
28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8FCR**	$0.03	$0.92
29	**DC POWER AMPERAGE CHARGE**				
30	HVAC	Per 10 Amps	**S8GCS**	$14.62	
31	Per Amp	Per Amp	**S8GCR**	$10.61	
32	**FIBER CABLE PLACEMENT**				
33	**Central Office:**				
34	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
35	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
36	**MISCELLANEOUS & OPTIONAL COST:**				
37	**MISCELLANEOUS COSTS**				
38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
39	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
40	Space Availability Report	Per Premise	**NRFCQ**		$168.04
41	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
42	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
43	**CAGE COMMON COSTS**				
44	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	**NRL6O**		$5.29
45	**INTERCONNECTION COSTS:**				
46	**ILEC TO CLEC CONNECTION**				
47	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$3.86	$156.02
48	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$3.86	$156.02
49	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$295.42	$3,105.79
50	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$6.07	$486.89
51	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$115.30	$1,809.40
52	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$5.69	$116.67
53	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.58	$698.82
54	**CLEC TO CLEC CONNECTION**				
55	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
56	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
57	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
58	Route Design		**NRFCX**		$424.88
59	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFH**	$0.18	
60	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFJ**	$0.12	
61	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFK**	$0.31	
62	**TIME SENSITIVE ACTIVITIES**				
63	**PRE-VISITS**				
64	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
65	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
66	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
67	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
68	**CONSTRUCTION VISITS**				
69	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
70	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
71					
72	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
73	**REAL ESTATE**				
74	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8GCE**		$9.28
75	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8GCF**		$19.56
76	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8GCD**	$5.97	
77	**COMMON SYSTEMS**				
78	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8GCG**	$0.44	$59.86

WISCONSIN BELL, INC. d/b/a ATT WISCONSIN
Collocation Rate Summary
April 24, 2007

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
79	**PLANNING**				
80	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
81	Planning	Per Request	**NRFCD**		$5,244.43
82	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
83	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
84	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
85	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
86	**POWER PROVISIONING**				
87	**Power Panel:**				
88	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
89	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
90	**Power Cable and Infrastructure:**				
91	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCU**	$7.74	$1,570.84
93	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70
94	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
95	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCV**	$9.57	$1,954.85
96	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCW**	$11.39	$2,344.44
97	**Equipment Grounding:**				
98	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8GDA**	$0.03	$0.92
99	**DC POWER AMPERAGE CHARGE**				
100	HVAC	Per 10 Amps	**S8GCS**	$14.62	
101	Per Amp	Per Amp	**S8GCR**	$10.61	
102	**FIBER CABLE PLACEMENT**				
103	**Central Office:**				
104	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
105	Entrance Conduit to Vault	Per Fiber Cable Sheath	**S8GDD**	$8.76	
106	**MISCELLANEOUS & OPTIONAL COST:**				
107	**MISCELLANEOUS COSTS**				
108	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
109	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
110	Space Availability Report	Per Premise	**NRFCQ**		$168.04
111	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
112	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
113	**CAGE COMMON COSTS**				
114	Cage Preparation	Per Sq. Ft. of space used by CLEC	**S8GCH**	$0.27	$19.70
115	**INTERCONNECTION COSTS:**				
116	**ILEC TO CLEC CONNECTION**				
117	Voice Grade Arrangement	100 Copper Pairs	**S8GD4**	$4.92	$1,027.16
118	Voice Grade Arrangement	100 Shielded Pairs	**S8GD5**	$4.92	$1,027.16
119	DS1 Arrangement - DCS	28 DS1	**S8GDK**	$297.44	$3,613.06
120	DS1 Arrangement - DSX	28 DS1	**S8GDP**	$9.79	$1,346.48
121	DS3 Arrangement - DCS	1 DS3	**S8GDV**	$115.58	$2,181.58
122	DS3 Arrangement - DSX	1 DS3	**S8GDZ**	$7.14	$603.89
123	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	**S8GED**	$6.55	$1,779.78
124	**CLEC TO CLEC CONNECTION**				
125	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
126	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
127	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
128	Route Design		**NRFCX**		$424.88
129	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
130	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
131	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
132	**TIME SENSITIVE ACTIVITIES**				
133	**PRE-VISITS**				
134	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
135	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
136	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
137	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
138	**CONSTRUCTION VISITS**				
139	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
140	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
141					
142	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
143	**REAL ESTATE**				
144	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
145	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
146	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21	
147	**COMMON SYSTEMS**				
148	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45
149	**PLANNING**				
150	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
151	Planning	Per Request	**NRFCJ**		$4,601.93
152	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
153	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
154	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
155	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
156	**POWER PROVISIONING**				
157	**Power Panel:**				
158	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
159	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		

WISCONSIN BELL, INC. d/b/a ATT WISCONSIN
Collocation Rate Summary
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
160	**Power Cable and Infrastructure:**				
161	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
162	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F34**	$0.25	$48.23
163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
164	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F35**	$0.25	$48.23
165	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F36**	$0.25	$48.23
166	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
167	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
168	**Equipment Grounding:**				
169	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
170	**DC POWER AMPERAGE CHARGE**				
171	HVAC	Per 10 Amps	**S8GCS**	$14.62	
172	Per Amp	Per Amp	**S8GCR**	$10.61	
173	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
174	**FIBER CABLE PLACEMENT**				
175	**Central Office:**				
176	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable	**S8FQ9**	$4.85	$809.13
177	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
178	**CEV, HUT & Cabinets:**				
179	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
180	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
181	**MISCELLANEOUS & OPTIONAL COST:**				
182	**MISCELLANEOUS COSTS**				
183	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
184	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
185	Space Availability Report	Per Premise	**NRFCQ**		$168.04
186	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
187	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
188	**CAGELESS / POT BAY OPTIONS**				
189	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
190	Non-Standard Cabinet Bay	Each (CLEC Provided)	**NONE**		
191	VF/DS0 Termination Panel	Each (CLEC Provided)	**NONE**		
192	VF/DS0 Termination Module	Each (CLEC Provided)	**NONE**		
193	DDP-1 Panel	Each (CLEC Provided)	**NONE**		
194	DDP-1 Jack Access Card	Each (CLEC Provided)	**NONE**		
195	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	**NONE**		
196	DS3 Interconnect Module	Each (CLEC Provided)	**NONE**		
197	Fiber Optic Splitter Panel	Each (CLEC Provided)	**NONE**		
198	Fiber Termination Dual Module	Each (CLEC Provided)	**NONE**		
199	**CEV, HUT, CABINET**				
200	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
201	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
202	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
203	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
204	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
205	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
206	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
207	**INTERCONNECTION COSTS:**				
208	**ILEC TO CLEC CONNECTION**				
209	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
210	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
211	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
212	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
213	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
214	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
215	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
216	**CLEC TO CLEC CONNECTION**				
217	Cable Racking and Hole for Optica	Per Cable	**S8GFE**	$0.82	
218	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
219	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
220	Route Design		**NRFCX**		$424.88
221	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFL**	$0.18	$0.00
222	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFM**	$0.12	$0.00
223	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFN**	$0.31	$0.00
224	**PROJECT MANAGEMENT**				
225	**CEV, HUT & CABINET**				
226	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
227	**TIME SENSITIVE ACTIVITIES**				
228	**PRE-VISITS**				
229	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
230	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
231	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
232	Floor Space Planning - 1st Leve	Per 1/4 Hour	**NRFCU**		$19.24
233	**CONSTRUCTION VISITS**				
234	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
235	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
236					
237	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
238	**REAL ESTATE**				
239	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8GCL**		$92.81
240	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8GCN**		$195.57
241	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8GCK**	$64.21	

WISCONSIN BELL, INC. d/b/a ATT WISCONSIN
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
242	**COMMON SYSTEMS**				
243	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8GCM**	$9.35	$760.45
244	**PLANNING**				
245	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
246	Planning	Per Request	**NRFCJ**		$4,601.93
247	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
248	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
249	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
250	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
251	**POWER PROVISIONING**				
252	**Power Panel:**				
253	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
254	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
255	**Power Cable and Infrastructure:**				
256	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3D**	$5.83	$2,100.33
257	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCX**	$7.74	$2,262.52
258	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3E**	$8.35	$2,424.71
259	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3F**	$8.96	$2,586.91
260	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCY**	$9.57	$2,749.10
261	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCZ**	$11.39	$3,236.32
262	**Equipment Grounding:**				
263	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
264	**DC POWER AMPERAGE CHARGE**				
265	HVAC	Per 10 Amps	**S8GCS**	$14.62	
266	Per Amp	Per Amp	**S8GCR**	$10.61	
267	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
268	**FIBER CABLE PLACEMENT**				
269	**Central Office:**				
270	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
271	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
272	**CEV, HUT & Cabinets:**				
273	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
274	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
275	**MISCELLANEOUS & OPTIONAL COST:**				
276	**MISCELLANEOUS COSTS**				
277	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
278	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
279	Space Availability Report	Per Premise	**NRFCQ**		$168.04
280	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
281	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
282	**CAGELESS / POT BAY OPTIONS**				
283	Standard Equipment Bay	Each	**NRFCO**	$8.89	$721.28
284	Non-Standard Cabinet Bay	Each	**NRFCP**	$17.78	$3,470.81
285	VF/DS0 Termination Panel/Module	Each	**S8GE5**	$3.10	$605.64
286	DDP-1 Panel/Jack Access Card	Each	**S8GE6**	$8.08	$1,576.65
287	DS3/STS-1 Interconnect Panel	Each	**S8GE7**	$2.38	$465.47
288	DS3 Interconnect Module	Each	**S8GE8**	$0.45	$87.35
289	Fiber Optic Splitter Panel	Each	**S8GE9**	$1.52	$297.00
290	Fiber Termination Dual Module	Each	**S8GFA**	$1.37	$267.88
291	**CEV, HUT, CABINET**				
292	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
293	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
294	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
295	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
296	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
297	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
298	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
299	**INTERCONNECTION COSTS:**				
300	**ILEC TO CLEC CONNECTION**				
301	Voice Grade Arrangement	100 Copper Pairs	**S8GD6**	$4.92	$1,027.16
302	Voice Grade Arrangement	100 Shielded Pairs	**S8GD7**	$4.92	$1,027.16
303	DS1 Arrangement - DCS	28 DS1	**S8GDL**	$297.44	$3,613.06
304	DS1 Arrangement - DSX	28 DS1	**S8GDQ**	$9.79	$1,346.48
305	DS3 Arrangement - DCS	1 DS3	**S8GDW**	$115.58	$2,181.58
306	DS3 Arrangement - DSX	1 DS3	**S8GD1**	$7.14	$603.89
307	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEE**	$6.55	$1,779.78
308	**CLEC TO CLEC CONNECTION**				
309	Cable Racking and Hole for Optica	Per Cable	**S8GFE**	$0.82	
310	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
311	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
312	Route Design		**NRFCX**		$424.88
313	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
314	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
315	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
316	**PROJECT MANAGEMENT**				
317	**CEV, HUT & CABINET**				
318	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
319	**TIME SENSITIVE ACTIVITIES**				
320	**PRE-VISITS**				
321	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
322	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
323	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
324	Floor Space Planning - 1st Leve	Per 1/4 Hour	**NRFCU**		$19.24

WISCONSIN BELL, INC. d/b/a ATT WISCONSIN
Collocation Rate Summary
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
325	**CONSTRUCTION VISITS**				
326	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
327	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
328					
329	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
330	**REAL ESTATE**				
331	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
332	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
333	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
334	**COMMON SYSTEMS**				
335	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
336	**PLANNING**				
337	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
338	Planning	Per Request	**NRFCJ**		$4,601.93
339	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
340	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
341	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
342	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
343	**POWER PROVISIONING**				
344	**Power Panel:**				
345	50 Amp	Per Power Panel (CLEC provides)	**NONE**		
346	200 Amp	Per Power Panel (CLEC provides)	**NONE**		
347	**Power Cable and Infrastructure:**				
348	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
349	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
350	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
351	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
352	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
353	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
354	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
355	**Equipment Grounding:**				
356	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
357	**DC POWER AMPERAGE CHARGE**				
358	HVAC	Per 10 Amps	**S8GCS**	$14.62	
359	Per Amp	Per Amp	**S8GCR**	$10.61	
360	**FIBER CABLE PLACEMENT**				
361	**Central Office:**				
362	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
363	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
364	**MISCELLANEOUS & OPTIONAL COST:**				
365	**MISCELLANEOUS COSTS**				
366	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
367	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
368	Space Availability Report	Per Premise	**NRFCQ**		$168.04
369	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
370	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
371	**CAGE COMMON COSTS**				
372	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
373	**INTERCONNECTION COSTS:**				
374	**ILEC TO CLEC CONNECTION**				
375	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
376	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
377	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
378	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
379	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
380	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
381	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
382					
383	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
384	**REAL ESTATE**				
385	Site Conditioning	Per Bay	**S8GCL**		$92.81
386	Safety & Security	Per Frame	**S8GCN**		$195.57
387	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
388	**COMMON SYSTEMS**				
389	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
390	**PLANNING**				
391	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
392	Planning	Per Request	**NRFCJ**		$4,601.93
393	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
394	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
395	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
396	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
397	**POWER PROVISIONING**				
398	**Power Panel:**				
399	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
400	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
401	**Power Cable and Infrastructure:**				
402	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
403	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GC1**	$7.74	$1,570.84
404	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70

WISCONSIN BELL, INC. d/b/a ATT WISCONSIN
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
405	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
406	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GC2**	$9.57	$1,954.85
407	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC3**	$11.39	$2,344.44
408	**Equipment Grounding:**				
409	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
410	**DC POWER AMPERAGE CHARGE**				
411	HVAC	Per 10 Amps	**S8GCS**	$14.62	
412	Per Amp	Per Amp	**S8GCR**	$10.61	
413	**FIBER CABLE PLACEMENT**				
414	**Central Office:**				
415	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
416	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
417	**MISCELLANEOUS & OPTIONAL COST:**				
418	**MISCELLANEOUS COSTS**				
419	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
420	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
421	Space Availability Report	Per Premise	**NRFCQ**		$168.04
422	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
423	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
424	**CAGE COMMON COSTS**				
425	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
426	**INTERCONNECTION COSTS:**				
427	**ILEC TO CLEC CONNECTION**				
428	Voice Grade Arrangement	100 Copper Pairs	**S8GD8**	$4.92	$1,027.16
429	Voice Grade Arrangement	100 Shielded Pairs	**S8GD9**	$4.92	$1,027.16
430	DS1 Arrangement - DCS	28 DS1	**S8GDM**	$297.44	$3,613.06
431	DS1 Arrangement - DSX	28 DS1	**S8GDR**	$9.79	$1,346.48
432	DS3 Arrangement - DCS	1 DS3	**S8GDX**	$115.58	$2,181.58
433	DS3 Arrangement - DSX	1 DS3	**S8GD2**	$7.14	$603.89
434	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEF**	$6.55	$1,779.78
435					
436	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
437	**REAL ESTATE**				
438	Site Conditioning	Per Frame	**S8FX5**		$92.81
439	Safety & Security	Per Frame	**S8FX6**		$195.57
440	Floor Space Usage	Per Frame	**S8F62**	$28.91	
441	**COMMON SYSTEMS**				
442	Common Systems - Standard	Per Frame	**S8F64**	$10.75	
443	Common Systems - Non-Standard	Per Cabinet	**S8F65**	$19.36	
444	**PLANNING**				
445	Planning	Per Request	**NRM99**		$5,555.76
446	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
447	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
448	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
449	**POWER PROVISIONING**				
450	**Power Cable and Infrastructure:**				
451	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
452	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F37**	$0.52	
453	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GFO**	$0.52	
454	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F38**	$0.52	
455	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F39**	$0.52	
456	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GFP**	$0.52	
457	**Equipment Grounding:**				
458	Ground Cable Placement	Per Frame	**S8F69**	$0.36	
459	**DC POWER AMPERAGE CHARGE**				
460	HVAC	Per 10 Amps	**S8FXO**	$14.62	
461	Per Amp	Per Amp	**S8FXN**	$10.61	
462	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
463	**FIBER CABLE PLACEMENT**				
464	**Central Office:**				
465	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
466	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
467	**CEV, HUT & Cabinets:**				
468	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
469	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
470	**MISCELLANEOUS & OPTIONAL COST:**				
471	**MISCELLANEOUS COSTS**				
472	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
473	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
474	**VIRTUAL FRAME OPTIONS**				
475	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
476	**CEV, HUT, CABINET**				
477	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
478	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
479	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
480	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
481	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
482	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
483	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	

WISCONSIN BELL, INC. d/b/a ATT WISCONSIN
Collocation Rate Summary
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
484	**INTERCONNECTION COSTS:**				
485	**ILEC TO CLEC CONNECTION**				
486	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F82**	$3.86	$225.02
487	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8F83**	$3.86	$225.02
488	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F8X**	$295.42	$3,496.22
489	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F8Y**	$6.07	$651.13
490	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F8Z**	$115.30	$2,186.12
491	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F81**	$5.69	$204.42
492	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F84**	$10.47	$152.71
493	**VIRTUAL TO VIRTUAL CONNECTION**				
494	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
495	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
496	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
497	Route Design		**NRLWF**		$463.36
498	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFQ**	$0.41	$0.00
499	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFR**	$0.27	$0.00
500	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFS**	$0.81	$0.00
501	**PROJECT MANAGEMENT**				
502	**CEV, HUT & CABINET**				
503	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
504	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
505	**CENTRAL OFFICE TYPE**				
506	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
507	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMHN**		$242.35
508	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
509	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
510	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMJ9**		$242.35
511	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
512	**CEV, HUT & CABINET**				
513	Per Visit	4 Hour Minimum - Initial	**NRMJ9**		$242.35
514	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
515	**ADDITIONAL LABOR ELEMENTS**				
516	**TRAINING**				
517	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
518	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
519	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
520	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
521	**EQUIPMENT EVALUATION COST**				
522	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
523	**TEST AND ACCEPTANCE**				
524	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
525					
526	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
527	**REAL ESTATE**				
528	Site Conditioning	Per Frame	**S8FX5**		$92.81
529	Safety & Security	Per Frame	**S8FX6**		$195.57
530	Floor Space Usage	Per Frame	**S8FX1**	$28.91	
531	**COMMON SYSTEMS**				
532	Common Systems - Standard	Per Frame	**S8FX3**	$10.75	
533	Common Systems - Non-Standard	Per Frame	**S8FX4**	$19.36	
534	**PLANNING**				
535	Planning	Per Request	**NRM99**		$5,555.76
536	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
537	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
538	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
539	**POWER PROVISIONING**				
540	**Power Cable and Infrastructure:**				
541	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3G**	$5.83	$1,378.83
542	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8FX7**	$7.74	$1,570.84
543	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3H**	$8.35	$1,700.70
544	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3J**	$8.96	$1,830.56
545	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8FX8**	$9.57	$1,954.85
546	**Equipment Grounding:**				
547	Ground Cable Placement	Per Frame	**S8FX9**	$0.36	
548	**DC POWER AMPERAGE CHARGE**				
549	HVAC	Per 10 Amps	**S8FXO**	$14.62	
550	Per Amp	Per Amp	**S8FXN**	$10.61	
551	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
552	**FIBER CABLE PLACEMENT**				
553	**Central Office:**				
554	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
555	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
556	**CEV, HUT & Cabinets:**				
557	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
558	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
559	**MISCELLANEOUS & OPTIONAL COST:**				
560	**MISCELLANEOUS COSTS**				
561	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
562	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
563	**VIRTUAL FRAME OPTIONS**				
564	Standard Equipment Bay	Each	**S8FX2**	$22.19	

WISCONSIN BELL, INC. d/b/a ATT WISCONSIN
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
565	**CEV, HUT, CABINET**				
566	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
567	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
568	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
569	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
570	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
571	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
572	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
573	**INTERCONNECTION COSTS:**				
574	**ILEC TO CLEC CONNECTION**				
575	Voice Grade Arrangement	100 Copper Pairs	**S8FXC**	$4.94	$1,481.37
576	Voice Grade Arrangement	100 Shielded Pairs	**S8FXD**	$4.94	$1,481.37
577	DS1 Arrangement - DCS	28 DS1	**S8FXE**	$297.44	$4,067.27
578	DS1 Arrangement - DSX	28 DS1	**S8FXF**	$9.79	$1,800.69
579	DS3 Arrangement - DCS	1 DS3	**S8FXG**	$115.59	$2,635.79
580	DS3 Arrangement - DSX	1 DS3	**S8FXH**	$7.14	$1,058.10
581	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8FXJ**	$6.55	$1,996.19
582	**VIRTUAL TO VIRTUAL CONNECTION**				
583	Cable Racking and Hole for Optica	Per Cable	**S8FY7**	$0.90	
584	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
585	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
586	Route Design		**NRML9**		$463.36
587	Connection for DS1	Per 28 Circuits	**S8FXL**	$3.34	$930.53
588	Connection for DS3	Per Circuit	**S8FXM**	$3.26	$706.77
589	Connection for Optical	Per Cable	**S8FXK**	$3.32	$1,095.09
590	**PROJECT MANAGEMENT**				
591	**CEV, HUT & CABINET**				
592	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
593	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
594	**CENTRAL OFFICE TYPE**				
595	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
596	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initia	**NRMHN**		$242.35
597	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
598	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
599	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initia	**NRMJ9**		$242.35
600	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
601	**CEV, HUT & CABINET**				
602	Per Visit	4 Hour Minimum - Initia	**NRMJ9**		$242.35
603	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
604	**ADDITIONAL LABOR ELEMENTS**				
605	**TRAINING**				
606	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
607	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
608	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
609	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
610	**EQUIPMENT EVALUATION COST**				
611	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
612	**TEST AND ACCEPTANCE**				
613	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
614					
615	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
616	**PLANNING**				
617	Planning - Initia	Per Request	**NRFA1**		$9,268.73
618	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
619	**REAL ESTATE**				
620	Land Rental	Per Square Foot	**S8GEN**	$0.44	
621	**POWER PROVISIONING**				
622	**Power Cable and Infrastructure:**				
623	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	**NONE**		
624	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	**NONE**		
625	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	**NONE**		
626	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	**NONE**		
627	**AC Service:**				
628	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
629	AC Usage	Per KWH	**S8GEO**	$0.05	
630	**DC POWER AMPERAGE CHARGE**				
631	Per Amp	Per Amp	**S8GCR**	$10.61	
632	**FIBER CABLE PLACEMENT**				
633	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable	**S8GF4**	$2.13	$488.48
634	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
635	**CABLE RACK**				
636	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
637	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
638	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
639	**CONDUIT PLACEMENT**				
640	DC Power Cable Rack	Per Rack	**S8GES**		$7,386.71
641	Fiber Cable Rack	Per Rack	**S8GET**		$4,711.89
642	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GEU**		$5,545.50
643	**INTERCONNECTION COSTS:**				
644	**ILEC TO CLEC CONNECTION**				
645	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3G**	$3.86	$156.02
646	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWW**	$3.86	$156.02

WISCONSIN BELL, INC. d/b/a ATT WISCONSIN
Collocation Rate Summary
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
647	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2L**	$295.42	$3,105.79
648	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2R**	$6.07	$486.89
649	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F23**	$115.30	$1,809.40
650	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F27**	$5.69	$116.67
651	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F3N**	$3.76	$495.49
652					
653	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
654	**PLANNING**				
655	Planning - Initial	Per Request	**NRFA1**		$9,268.73
656	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
657	**REAL ESTATE**				
658	Land Rental	Per Square Foot	**S8GEN**	$0.44	
659	**POWER PROVISIONING**				
660	**Power Cable and Infrastructure:**				
661	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC4**	$13.84	$7,853.86
662	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	**S8GC5**	$13.84	$14,584.00
663	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	**S8GC6**	$13.84	$20,338.00
664	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	**S8GC7**	$13.84	$28,143.00
665	**AC Service:**				
666	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
667	AC Usage	Per KWH	**S8GEO**	$0.05	
668	**DC POWER AMPERAGE CHARGE**				
669	Per Amp	Per Amp	**S8GCR**	$10.61	
670	**FIBER CABLE PLACEMENT**				
671	Fiber Installation	Per Fiber Cable Sheath	**S8GDF**	$2.13	$976.96
672	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
673	**CABLE RACK**				
674	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
675	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
676	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
677	**CONDUIT PLACEMENT**				
678	DC Power Cable Rack	Per 2-Duct	**S8GES**		$7,386.71
679	Fiber Cable Rack	Per 1-Duct	**S8GET**		$4,711.89
680	Interconnection Arrangement (Copper) Racking	Per 2-Duct	**S8GEU**		$5,545.50
681	**INTERCONNECTION COSTS:**				
682	**ILEC TO CLEC CONNECTION**				
683	Voice Grade Arrangement	100 Copper Pairs	**S8GEA**	$6.19	$1,371.93
684	Voice Grade Arrangement	100 Shielded Pairs	**S8GEB**	$6.19	$1,371.93
685	DS1 Arrangement - DCS	28 DS1	**S8GDN**	$439.98	$2,341.45
686	DS1 Arrangement - DSX	28 DS1	**S8GDS**	$35.04	$2,341.45
687	DS3 Arrangement - DCS	1 DS3	**S8GDY**	$242.36	$598.33
688	DS3 Arrangement - DSX	1 DS3	**S8GD3**	$12.36	$598.33
689	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	**S8GEG**	$8.25	$3,751.22
690					
691	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
692	**PLANNING**				
693	Planning	Per Request	**NRFA3**		$1,254.32
694	**CONDUIT**				
695	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
696	**INTERCONNECTION COSTS:**				
697	**ILEC TO CLEC CONNECTION**				
698	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF5**	$311.43	
699	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	**S8GF6**	$439.96	
700	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	**S8GF7**	$35.03	
701	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF8**	$311.43	
702	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF9**	$9.02	
703					
704	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
705	**PLANNING**				
706	Planning	Per Request	**NRFA3**		$1,254.32
707	**CONDUIT**				
708	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
709	**INTERCONNECTION COSTS:**				
710	**ILEC TO CLEC CONNECTION**				
711	Voice Grade/DS0 Arrangement	900 DS0	**S8GEC**	$311.43	$485.31
712	DS1 Arrangement - DCS	28 DS1	**S8GDO**	$439.96	$1,830.99
713	DS1 Arrangement - DSX	28 DS1	**S8GDT**	$35.03	$1,830.99
714	DS1 Arrangement - MDF	450 DS1	**S8GDU**	$311.43	$485.31
715	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEH**	$9.02	$3,370.20
716					
717	**RATES AND CHARGES FOR**				
718	**COMPLETE SPACE DISCONTINUANCE**				
719	Application Fee	Per Request	**NRFX1**		$503.95
720	Project Management Fee – Complete Space Discontinuance	Per Request	**NRFX2**		$2,883.10

WISCONSIN BELL, INC. d/b/a ATT WISCONSIN
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
721	Remove Fiber Jumpers	Per linear foot	**NRFX3**		$18.79
722	Remove Fiber Cables	Per linear foot	**NRFX4**		$14.43
723	Remove VF/DS0 Cable	Per linear foot	**NRFX5**		$2.60
724	Remove DS1 Cable	Per linear foot	**NRFX6**		$4.89
725	Remove DS3 Cable (Coax)	Per linear foot	**NRFX7**		$3.57
726	Remove Timing Cable	Per Request	**NRFX8**		$9.64
727	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFX9**		$24.76
728	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFXA**		$22.73
729	Remove Cage Grounding Material	Each grounding lead & ground bar	**NRFXB**		$1,462.85
730	Remove Fiber Entrance Cable	Per cable removal job	**NRFXC**		$1,664.00
731	Infrastructure Maps & Records	Per cable removal job	**NRFXD**		$104.00
732	Engineering Work Order	Per cable removal job	**NRFXE**		$104.00
733	Work Group Information Distribution	Per cable removal job	**NRFXF**		$104.00
734	Restore Floor Tile – per Standard Bay	Per Standard Bay	**NRFXG**		$71.79
735	Floor Restoration Contractor Trip Charge	Per trip	**NRFXH**		$144.63
736	Restore Floor Tile	Per Non-Standard Bay	**NRFXJ**		$81.53
737					
738	**RATES AND CHARGES FOR**				
739	**SPACE REASSIGNMENT/RESTENCILING**				
740	Application Fee	Per Request	**NRFXK**		$503.95
741	Project Management Fee – Space Reassignment	Per Request	**NRFXL**		$2,883.10
742	Restencil DS0/DSL Block	Per 100 pair block	**NRFXM**		$15.33
743	Restencil DS1 Block	Per 28 DS1s	**NRFXN**		$6.02
744	Restencil DS3 Coax Cable	Per cable	**NRFXO**		$4.90
745	Restencil Fiber Cable Block	Per 12 pair cable	**NRFXP**		$91.95
746	Restencil Fiber Jumper Block	Per 4 jumpers	**NRFXQ**		$61.30
747	Restencil Power and tag cables	Per 1-4 feeds	**NRFXR**		$107.28
748	Restencil Timing Source and tag cable	Per cable	**NRFXS**		$122.60
749	Timing Record Book Update	Per element	**NRFXT**		$45.98
750	Interconnection Records Update	Per element	**NRFXU**		$296.61
751	Power Records Update	Per element	**NRFXV**		$355.94
752	Vendor Engineering	Per Space Reassignment job	**NRFXW**		$711.88
753					
754	**RATES AND CHARGES FOR**				
755	**POWER REDUCTION (CABLE REMOVAL)**				
756	Application Fee	Per Request	**NRFXX**		$503.95
757	Project Management Fee – Power Reduction(cable removal)	Per Request	**NRFXY**		$2,220.45
758	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFXZ**		$24.76
759	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFY1**		$22.73
760					
761	**RATES AND CHARGES FOR**				
762	**POWER REDUCTION (REFUSING ONLY)**				
763	Application Fee	Per Request	**NRFY2**		$503.95
764	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	**NRFY3**		$1,562.80
765	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	**NRFY4**		$2,004.57
766	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	**NRFY5**		$367.81
767	Restencil Power and tag cables	Per 1-4 feeds	**NRFY6**		$107.28
768	Power Records Update	Per element	**NRFY7**		$355.94
769	Vendor Engineering	Per Space Reassignment job	**NRFY8**		$711.88
770	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	**NRFY9**		$490.41
771	Restencil Power and tag cables	Per 1-4 feeds	**NRFYA**		$107.28
772	Power Records Update	Per element	**NRFYB**		$355.94
773	Vendor Engineering	Per Space Reassignment job	**NRFYC**		$711.88
774					
775	**RATES AND CHARGES FOR**				
776	**INTERCONNECTION TERMINATION REDUCTION**				
777	Application Fee	Per Request	**NRFYD**		$503.95
778	Project Management Fee – Interconnection Cable Reduction	Per Request	**NRFYE**		$2,441.33
779	Remove VF/DS0 Cable	Per linear foot	**NRFYF**		$2.60
780	Remove DS1 Cable	Per linear foot	**NRFYG**		$4.89
781	Remove DS3 Cable (Coax)	Per linear foot	**NRFYH**		$3.57
782	Remove Fiber Cables	Per linear foot	**NRFYJ**		$14.43
783	Remove Fiber Jumpers	Per linear foot	**NRFYK**		$18.79

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN 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 AND ACCESS ONE, INC.

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 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 ("AT&T 4-STATE") and Access One, Inc. ("CLEC") (collectively, the "Parties");

Now, therefore, the Parties agree as follows:

1. The Agreement is amended to replace the Article 10 Resale At Wholesale Rates-Section 251(c)(4) to such Agreement with the Article 10 Resale, which is attached hereto and incorporated herein by this reference.

2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. 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) 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), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions").

Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T 4-STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T 4-STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T 4-STATE state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T 4-STATE's right to exercise its option at any time to adopt on a date specified by AT&T 4-STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. This Amendment shall be filed with and is subject to approval by the appropriate State Commission and shall become effective ten (10) days following approval by such Commission.

ARTICLE 10
RESALE

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ARTICLE 10

RESALE

10.1 INTRODUCTION

10.1.1 This Article sets forth terms and conditions for Resale Services provided by and between Indiana Bell Telephone Company 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 ("AT&T 4-STATE") (only to the extent that it provides Telephone Exchange Services as an ILEC in Indiana, Michigan, Ohio, and Wisconsin), and Access One, Inc. ("ACCESS ONE") (an Illinois corporation having an office at 820 W. Jackson, Ste. 650, Chicago, Illinois 60607).

10.2.1 The prices at which AT&T agrees to provide ACCESS ONE with Resale Services are contained in this Article 10, the "Resale Pricing Schedule", and/or the applicable Commission ordered tariff.

10.2 DEFINITIONS

Capitalized Terms used in this Article 10 only shall have the respective meanings specified below and /or as defined elsewhere in this Article 10.

10.2.1 General Definitions

10.2.1.1 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 State. 56 (1996) codified throughout 47U.S.C.

10.2.1.2 Agreement means the entire Interconnection Agreement between Access One and AT&T 4-STATE of which this Article 10 is a part of.

10.2.1.3 Applicable Law means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties of the subject matter of this Agreement, including without limitation the rules and orders of the FCC and the Commission.

10.2.1.4 As Defined in the Act means as specifically defined by the Act.

10.2.1.5 As Described in the Act means as described in or required by the Act.

10.2.1.6 Business Day means Monday through Friday, excluding holidays on which AT&T 4-STATE does not provision new retail services and products.

10.2.1.7 Commission means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term "Commission" means the Illinois Commerce Commission.

10.2.1.8 This Section Intentionally Left Blank

10.2.1.9 End User means a third party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End User" does not include any of the Parties to this Agreement with respect to any item or service obtained by this Article.

10.2.1.10 FCC means the Federal Communications Commission.

10.2.1.11 Intentionally left blank.

10.2.1.12 Resale Notification means any notifications, accessible letters or advices distributed by AT&T 4-STATE regarding any Telecommunications Service or promotional offerings that AT&T 4-STATE is required to make available to ACCESS ONE for resale As Described in the Act, and as required by Applicable Law.

10.2.1.13 Resale Services means any Telecommunications Services AT&T 4-STATE provides at retail to subscribers that are not telecommunications carriers As Described in the Act that is required to be resold under Applicable Law. As used in this Agreement, Resale Services specifically include but are not limited to those Telecommunications Services that are available under a Resale Tariff, Resale Notification and any ICB required to be resold under Applicable Law and this Agreement.

10.2.1.14 Resale Tariff means the state-specific tariff then in effect that governs AT&T 4-STATE's resale of tariffed Resale Services.

10.2.1.15 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 4-STATE, 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.

10.2.1.16 AT&T 4-STATE - As used herein, AT&T 4-STATE means Illinois Bell Telephone Company d/b/a AT&T 4-STATE, the applicable AT&T-owned ILEC doing business in Illinois.

10.2.1.17 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 (and previously referred to as "SBC MIDWEST REGION 5-STATE"), the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

10.2.1.18 Telecommunications Service is as Defined in the Act.

10.3 INTERPRETATION, CONSTRUCTION AND SEVERABILITY

10.3.1 Affiliates. The Parties acknowledge and agree that this Article incorporates certain provisions, including Sections 10.4.9.1, 10.4.23.2, set forth herein and noted with asterices ("the Non-Voluntary Terms"), into the Article that were ordered by the ICC ("Decisions") and are being provided to ACCESS ONE as a result of such Decisions. The Parties have identified some but not all of the Non-Voluntary Terms, and no Party's rights under this paragraph shall be prejudiced in the event a Non-Voluntary Term or Decision is not so designated herein. The Parties further acknowledge and agree that the Non-Voluntary Terms in this Article are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event that any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies such Decisions or otherwise affects such Non-Voluntary Terms, either Party may, by providing written notice to the other Party, require that such Non-Voluntary Terms be deleted or renegotiated, as applicable and consistent with such Decision, in good faith and that the Agreement be amended accordingly. If such modifications to the Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue any rights available to it under the Agreement. The Parties further acknowledge and agree that because the Non-Voluntary Terms are being incorporated herein solely due to the Decisions and constitute

arbitration results, the Non-Voluntary Terms contained in this Article shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Term.

10.3.2 Rates, Terms and Conditions

10.3.2.1 For ease of administration, this Article contains certain specified rates, terms and conditions that apply to AT&T 4-STATE.

10.3.2.2 State specific terms, as the phrase is described in Section 10.3.2.1 above, have been negotiated (or in the case of 10.3.1 above, included in the Article per state requirement) by the Parties only as to the state where this Article has been executed, filed and approved. When the Parties negotiate an Article for an additional state, neither Party shall be precluded by any language in this Article from negotiating state-specific terms for the state in which they are to apply.

10.3.3 Successor Rates. Certain of the rates, prices and charges have been established by the Commission in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Resale Services, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered, except as provided in Section 10.5.3.3.1). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 1.9 of the Agreement.

10.3.4 Conflict in Provisions. In the event of a conflict between the provisions of this Article and the Act, the provisions of the Act shall govern.

10.3.5 Incorporation by Reference. The terms of this Article, and every Resale Service, function, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in this Article 10 and or the appendices/schedules to this Article which are legitimately related to such Resale Service, function, product or service; and all such rates, terms and conditions are incorporated by reference herein and deemed a part of every Resale Service, function, product or service provided hereunder.

10.3.6 Tariff References

10.3.6.1 Wherever any tariff provision or rate is incorporated, cited or quoted herein, it is understood that said cite encompasses any revisions or modifications of said tariff.

10.3.6.2 AT&T 4-STATE reserves the right to withdraw its tariffs in accordance with Applicable Law.

10.3.6.3 State-specific terms, as the phrase is described in Section 10.3.2.1 above, have been negotiated (or in the case of 10.3.1 above, included in the Appendix per state requirement) by the Parties only as to the states where this Appendix has been executed, filed and approved. When the Parties negotiate an Appendix for an additional state, neither Party shall be precluded by any language in this Appendix from negotiating state-specific terms for the state in which they are to apply.

10.4. GENERAL RESPONSIBILITIES OF THE PARTIES

10.4.1 AT&T 4-STATE will provide ACCESS ONE with Resale Services in accordance with section 251(c)(4) of the Act and consistent with the General Terms and conditions of this Agreement, this Article 10, any Resale Tariff, any Resale Notification, any ICB required to be resold under Applicable Law and this Agreement, and any appendix or schedule referenced herein, to the extent required by Applicable Law.

10.4.2 AT&T 4-STATE shall make the Resale Services available to ACCESS ONE on terms and conditions that are reasonable and nondiscriminatory in accordance with section 251(c)(4)(B) of the Act and Applicable Law.

10.4.3 Except as otherwise expressed herein, consistent with AT&T 4-STATE's obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, ACCESS ONE may resell any Telecommunications Services offered at retail by AT&T 4-STATE at the discount set forth in this Article 10 and its appendices/schedules.

10.4.4 Unless otherwise noted in this Agreement, AT&T 4-STATE will make available the Resale Services to ACCESS ONE at the applicable rates and/or subject to the appropriate wholesale discount(s) prescribed by the Commission, including those applicable rates and/or discounts referenced in the Resale Tariff, Resale Notification or as otherwise set forth in this Article 10 and its appendices or schedules.

10.4.5 Aggregation. AT&T Midwest Region 5-STATE will offer aggregation for the purpose of reselling volume discount offerings where consistent with tariffs and orders, which impact ACCESS ONE on a general basis such as state rulemaking proceedings and the First Report and Order.

10.4.6 Grandfathered Services are available per appropriate state specific tariff to ACCESS ONE for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T 4-STATE provides the service, either at retail or through resale. Migrations of CLEC End Users to a replacement service or an extension of grandfathered services to additional locations or lines shall be in parity with AT&T 4-STATE End Users.

10.4.7 Promotions

10.4.7.1 AT&T 4-STATE will make available Long Term Promotions to ACCESS ONE for resale (i) at the retail promotional rate less the applicable state-specific wholesale discount and (ii) as of the first date AT&T 4-STATE retail makes such Long Term Promotions available to its retail End Users. Except and to the extent as otherwise required by Applicable Law, AT&T need not make available Short Term Promotions to ACCESS ONE for resale. As used herein, a "Short Term Promotion" is a promotional offering (i) of a Telecommunications Service (as defined in the Act) that (A) AT&T 4-STATE provides at retail to subscribers that are not telecommunications carriers and (B) that AT&T 4-STATE is required to resell pursuant to Section 251(c)(4) of the Act and (ii) which (A) is offered for a period of ninety (90) days or less, and (B) no benefit can be realized by the End User more than ninety (90) days after the promotional offering is taken by the End User if such offering is for ninety (90) days or less, and (iii) is not used to evade the obligation to offer Long Term Promotions for resale, for example, by making available a sequential series of ninety (90) day promotions. A promotional offering that meets the definition under (i)(A) and (i)(B) above for Short Term Promotions but which is not a Short Term Promotion is referred to herein as a "Long Term Promotion". AT&T 4-STATE agrees to provide ACCESS ONE notice of Long Term Promotions via a Resale Notification as required by Applicable Law or, absent any requirement, not less than thirty (30) calendar days before such promotions are generally offered to AT&T 4-STATE retail End Users. Except as otherwise required by Applicable Law, AT&T 4-STATE need not provide notice to ACCESS ONE of any Short Term Promotions.

10.4.7.2 Promotions of ninety (90) days or less, subject to the restrictions in 10.4.7.1 above, are not available to ACCESS ONE for resale.

10.4.7.3 Promotions of ninety-one (91) days or more are available to ACCESS ONE for resale and at the applicable wholesale discount.

10.4.8 Eligibility Certification. When ordering a Resale Service that has an eligibility requirement, including a "save" or "winback" promotional offering, ACCESS ONE will maintain in its files (and provide to AT&T 4-STATE upon reasonable request) evidence sufficient to establish that ACCESS ONE's End Users

are eligible for such promotion ("Eligibility Certification") and ACCESS ONE shall maintain records of such Eligibility Certification for the term of its relationship with the End User and for one (1) year thereafter. ACCESS ONE shall be able to resell "save" and "winback" offerings in parity with AT&T 4-STATE's retail offering, so that, for example, when eligibility and certification requirements refer to AT&T 4-STATE's End Users who have received an offer from, or have left AT&T 4-STATE and are currently being served by, a "competitive local exchange carrier", when applied to ACCESS ONE said requirements shall mean ACCESS ONE's End Users who have received an offer from, or have left ACCESS ONE and are currently being served by, another local exchange carrier (facilities-based, including AT&T 4-STATE, resale, UNE-CLEC's, and CLEC's selling under agreements comparable to "Local Wholesale Complete".)

10.4.9 Termination Penalty Calculations

10.4.9.1 This section intentionally left blank.

10.4.10 Except as otherwise expressly provided herein, for Telecommunications Services included within this Article that are offered by AT&T 4-STATE to AT&T 4-STATE's End Users through tariff(s), the rules and regulations associated with AT&T 4-STATE's retail tariff(s) shall apply when the services are resold by ACCESS ONE, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AT&T 4-STATE to its End Users.

10.4.11 ACCESS ONE shall only sell Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with applicable state and federal laws, rules, regulations and Commission orders.

10.4.12 Except where otherwise explicitly permitted in AT&T 4-STATE's corresponding retail tariff(s), ACCESS ONE shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

10.4.13 ACCESS ONE shall only resell services furnished under this Article to the same category of End User(s) to whom AT&T 4-STATE offers such services (for example, residence service shall not be resold to business End Users).

10.4.13.1 ACCESS ONE 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 ACCESS ONE resells services that require certification on the part of the End User, ACCESS ONE shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the Public Utilities Commissions and the state specific AT&T 4-STATE tariffs.

10.4.14 AT&T 4-STATE LifeLine and Link-Up services are not available for resale.

10.4.15 ACCESS ONE is exclusively responsible for all aspects of any similar ACCESS ONE-offered program, including ensuring that any similar ACCESS ONE-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of ACCESS ONE's End User or applicants are eligible to participate in such programs, submitting ACCESS ONE's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

10.4.16 ACCESS ONE shall not use a resold service to avoid the rates, terms and conditions of AT&T 4-STATE's corresponding retail tariff(s).

10.4.17 ACCESS ONE 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 providers; provided, however, that ACCESS ONE may

permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

10.4.18 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AT&T 4-STATE federal and applicable state tariff(s) will apply to each local exchange line furnished to ACCESS ONE under this Article for resale.

10.4.19 To the extent allowable by law, ACCESS ONE shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to ACCESS ONE for resale. ACCESS ONE shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

10.4.20 AT&T 4-STATE shall provide the services covered by this Article subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. ACCESS ONE shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by AT&T 4-STATE as the incumbent local exchange carrier.

10.4.21 AT&T 4-STATE's services are not available at wholesale rates to ACCESS ONE for its own use or for the use of any of ACCESS ONE's affiliates and/or subsidiaries or the use of ACCESS ONE's parent or any affiliate and/or subsidiary of ACCESS ONE's parent company, if any.

10.4.22 Assumption of Contracts.

10.4.22.1 AT&T 4-STATE retail contracts may be assumed unless expressly prohibited by this Article 10.

10.4.22.2 Contracts for grandfathered and/or sunsetted services may not be assumed.

10.4.22.3 Intentionally left blank.

10.4.23 Termination Liability for Assumed Contracts

10.4.23.1 If ACCESS ONE elects to terminate a AT&T 4-STATE retail contract which ACCESS ONE had previously assumed, ACCESS ONE will be assessed the applicable termination charges remaining unless ACCESS ONE elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount ACCESS ONE receives for the previously assumed but now terminated contract.

10.4.23.2* Term Liability Exception. If the Customer Service Record (CSR) for an End User obtained by ACCESS ONE fails to reflect the existence of a term liability penalty in a retail contract, including ICB contracts, and the existence of a term liability penalty is discovered after the End User switches to ACCESS ONE, then AT&T 4-STATE will allow, at the End User's request, the End User to re-establish service with AT&T 4-STATE under the terms of its original agreement and it will waive the assessment of term liabilities or other penalties in connection with its attempted change in service if the End User is released from its obligations by ACCESS ONE.

10.4.24 If ACCESS ONE is in violation of any provision of this Article 10, AT&T 4-STATE will notify ACCESS ONE of the violation in writing. Such notice shall refer to the specific provision being violated. ACCESS ONE will have thirty (30) calendar days to correct the violation and notify AT&T 4-STATE in writing that the violation has been corrected. AT&T 4-STATE will bill ACCESS ONE a sum equal (i) the charges that would have been billed by AT&T 4-STATE to ACCESS ONE or any Third Party but for the stated violation and (ii) the actual revenues ACCESS ONE billed its End User(s) in connection with the stated violation, whichever is greater. Should ACCESS ONE dispute the stated violation, ACCESS ONE must notify AT&T 4-STATE in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T 4-STATE and comply with Section 1.9 of the General Terms and Conditions of the Agreement to which this Article is attached. Resolution of any dispute by ACCESS ONE 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 Article is attached.

10.5 TERMS, CONDITIONS, AND PRICING OF RESALE SERVICES

10.5.1 "As Is" Orders

10.5.1.1 Orders for Resale Services placed by ACCESS ONE to convert an existing account "as is" without any changes, additions or deletions requested by ACCESS ONE, may be submitted by ACCESS ONE in an "AS IS" format in accordance with AT&T-13STATE LSOR, and AT&T 4-STATE may not require ACCESS ONE to submit such an order in an "AS SPECIFIED" format to (1) accommodate any limitations AT&T 4-STATE's Operational Support Systems or Methods and Procedures may have to process such orders or (2) remove any features or products (e.g. optional calling plans) not made available for resale by AT&T 4-STATE.

10.5.1.2 When an End User converts existing service to ACCESS ONE resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in "Pricing Schedule Resale" or the applicable tariff and are applied per billable telephone number.

10.5.2 Orders for Conversion of Service

10.5.2.1 When an End User(s) subscribes to ACCESS ONE resold service, recurring charges for the service shall apply at the wholesale discount set forth in section 10.4.4 above. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

10.5.2.2 When ACCESS ONE converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. ACCESS ONE will be charged the applicable non-recurring service order charge per the Resale tariff.

10.5.2.3 For the purposes of ordering service furnished under this Article, each request for new service (that is, service not currently being provided to the End User on AT&T 4-STATE's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

10.5.2.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on AT&T 4-STATE's network, without regard to the identity of that End User's non-facilities based local service provider of record.

10.5.3 ICB's

10.5.3.1 AT&T 4-STATE will make available ICBs for resale by ACCESS ONE at the rates, terms and conditions set forth in this Section 10.5.2. As used in this Agreement, an **"Individual Case Basis contract"** or **"ICB"** is a specific written contract between AT&T 4-STATE and an End User under which AT&T 4-STATE provides any Telecommunications Service or Telecommunications Services that is/are required to be resold under Applicable Law to such End User at a rate and/or on terms and conditions that differ from an AT&T 4-STATE retail tariff, including Telecommunications Services that are required to be resold under Applicable Law that are not offered under any AT&T 4-STATE retail tariff. ACCESS ONE shall not be entitled to resell non-Telecommunications Services from ICBs or otherwise.

10.5.3.2 In addition to assuming an ICB and reselling such ICB to the original End User that purchased such ICB from AT&T 4-STATE (the "Original End User"), ACCESS ONE may resell ICBs to Similarly Situated End Users other than the Original End User. ACCESS ONE

may (i) assume an ICB for the remaining term only; or (ii) subject to the last two sentences of 10.5.2.1 above, resell an ICB to a Similarly Situated End User for the same term to end no later than the same month as the contract provided to the Original End User. As used herein, a "Similarly Situated End User" means an End User or an aggregation (subject to Section 10.4.5 above) of End Users who, as compared to the Original End User (i) are in the same class (i.e., residential versus business) and (ii) are able to comply with the volume commitment, termination liability, contract term and, if applicable, any Material Condition(s) of such ICB (e.g., the service or a feature or functionality of the service is available from a specific wire center only or the Original End User has a different network architecture or configuration which materially affects the cost to provide the service). As used herein, a "Material Condition" is a reasonable, non-discriminatory and narrowly tailored material justification that is the basis for the rates, terms and conditions extended to the Original End User.

10.5.3.3 AT&T 4-STATE will make available ICBs at the rates and on the terms and conditions prescribed above and by such ICB less the ICB Wholesale Discount. As used herein, the "ICB Wholesale Discount" means the wholesale discount rates specified in Section 10.5.2.4.1 below.

10.5.3.3.1 Subject to the provisions of Section 10.5.3, the following shall apply:

10.5.3.3.2 AT&T 4-STATE tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

10.5.3.3.3 AT&T MICHIGAN tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.42%.

10.5.3.3.4 AT&T OHIO, and AT&T WISCONSIN tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

10.5.3.3.5 AT&T INDIANA tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%.

10.5.3.3.6 Nothing herein shall obligate AT&T 4-STATE to provide the entire discount stated in Section 10.5.2.4.1, to the extent that the discount would reduce the price for the ICB below the price permitted by Applicable Law, including laws relating to long run service incremental cost.

10.5.3.4 As of the Effective Date, AT&T 4-STATE will have provided ACCESS ONE all information necessary for ACCESS ONE to submit an order to resell ICBs to its End Users and AT&T 4-STATE will have implemented all necessary methods and processes to provision such orders for ICBs. Nothing herein shall require AT&T 4-STATE to develop and/or implement an electronic ordering and provisioning process, and AT&T 4-STATE shall have the right to handle such process manually, at its sole discretion.

10.5.3.5 AT&T 4-STATE provision of ICBs pursuant to this Section 10.5.3 is subject to the general provisions of Article 10 of the Agreement, when applicable

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10.6 ANCILLARY SERVICES

10.6.1 911 Service shall be provided pursuant to Section 3.14 of Article 3 - Interconnection.

This section intentionally left blank.

10.6.2 This section intentionally left blank.

10.6.2.1 AT&T 4-STATE is not liable for the accuracy and content of ALI data that ACCESS ONE delivers to AT&T 4-STATE. ACCESS ONE is responsible for maintaining the accuracy and content of that data as delivered.

10.6.3 White Pages

10.6.3.1 Subject to AT&T 4-STATE's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T 4-STATE will include in appropriate White Pages directories the primary alphabetical listings of all ACCESS ONE End Users located within the local directory scope. The rules, regulations and AT&T 4-STATE practices are subject to change from time to time.

10.6.3.2 Additional Listing services as set forth in the applicable pricing schedule or tarriff, may be purchased by Access One for its End Users on a per listing basis.

10.6.3.3 Except to the extent that they conflict with the terms for limitation of liability and indemnification as provided in the General Terms and Conditions of this Agreement, the following terms shall apply to liability relating to End User listing information as it appears in the White Pages directory.

10.6.3.3.1 Liability relating to End User Listings

10.6.3.3.1.1 ACCESS ONE hereby releases AT&T 4-STATE from any and all liability for damages due to errors or omissions in ACCESS ONE's End User listing information as provided to AT&T 4-STATE under this Appendix, and/or ACCESS ONE's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

10.6.3.3.1.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, ACCESS ONE shall indemnify, protect, save harmless and defend AT&T 4-STATE and AT&T 4-STATE's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in ACCESS ONE's End User listing information, including any error or omission related to non-published or non-listed End User listing information. ACCESS ONE shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against ACCESS ONE and AT&T 4-STATE, and/or against AT&T 4-STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in ACCESS ONE's End User listing information in the White Pages directory, AT&T 4-STATE may, at its option, assume and undertake its own defense, or assist in the defense of the ACCESS ONE.

10.6.3.4 Each ACCESS ONE subscriber will receive one copy per primary End User listing of AT&T 4-STATE's White Pages directory in the same manner and at the same time that they are delivered to AT&T 4-STATE's subscribers.

10.6.3.5 If ACCESS ONE's End User already has a current AT&T 4-STATE local White Pages directory, AT&T 4-STATE shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.

10.6.4 Operator Services (OS) and Directory Services (DS) The provisions set forth in the Agreement, including but not limited to Article 22, shall govern performance under this Section 10.6.4.

10.6.4.1 Subject to any blocking that may be ordered by ACCESS ONE for its End Users, to the extent Directory Assistance (DA) services are provided to AT&T 4-STATE End Users, AT&T 4-STATE shall provide ACCESS ONE's End Users access to AT&T 4-STATE Directory Assistance services. ACCESS ONE shall pay AT&T 4-STATE the charges attributable to Directory Assistance services utilized by ACCESS ONE's End Users.

10.6.4.2 Subject to any blocking that may be ordered by ACCESS ONE for its End Users', AT&T 4-STATE will provide access to Operator Services ("OS") to ACCESS ONE's End Users to the same extent it provides OS to its own End Users. ACCESS ONE shall pay the charges associated with the utilization of OS by ACCESS ONE's End Users. Discounts associated with the utilization of OS are set forth in the applicable tariff.

10.6.4.3 AT&T 4-STATE offers ACCESS ONE the opportunity to customize route its End Users' OS/DA calls where technically feasible.

10.6.5 Payphone Services ACCESS ONE shall not provide service to Payphone Service Providers (PSPs) through the use of Resale Services provided pursuant to this Article 10, and AT&T 4-STATE shall not be obligated to provide Resale Services for the purpose of allowing ACCESS ONE to serve PSPs. Nothing in this Article shall prevent the Parties from entering into other arrangements for the purpose of allowing ACCESS ONE to serve PSPs.

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10.6.6 Suspension and Restoral Service

10.6.6.1 ACCESS ONE may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

10.6.6.2 AT&T 4-STATE will offer ACCESS ONE local service provider initiated suspension service for ACCESS ONE's purposes at the associated AT&T 4-STATE retail tariff rate for company initiated suspension of service. Carrier Disconnect Service is the provider initiated suspension service available to ACCESS ONE in AT&T 4-STATE. Service specifics may be obtained in state specific CLEC Handbooks.

10.6.6.3 ACCESS ONE shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

10.6.6.4 Should ACCESS ONE suspend service for one of its End 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, ACCESS ONE shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

10.6.6.5 Should ACCESS ONE suspend service for one of its End Users and subsequently issue a restoral order, ACCESS ONE shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

10.7 USE OF AT&T BRAND

10.7.1 Except where otherwise required by law, ACCESS ONE shall not, without AT&T 4-STATE's prior written authorization, offer the services covered by this Article using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T 4-STATE or its Affiliates, nor shall ACCESS ONE state or imply that there is any joint business association or similar arrangement with AT&T 4-STATE in the provision of Telecommunications Services to ACCESS ONE's customers; provided however, that nothing contained herein shall preclude ACCESS ONE from informing customers or prospective customers, in a neutral manner, that, in case of an installation, maintenance or repair visit, work will be performed by an AT&T 4-STATE technician

10.8 RESPONSIBILITIES OF AT&T 4-STATE

10.8.1 AT&T 4-STATE shall allow ACCESS ONE to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. AT&T 4-STATE shall provide interface specifications for electronic access for these functions to ACCESS ONE. However, ACCESS ONE shall be responsible for modifying and connecting any of its systems with AT&T 4-STATE-provided interfaces, as outlined in Article 33, OSS.

10.8.2 ACCESS ONE will have the ability to report trouble for its End Users to the appropriate AT&T 4-STATE trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. ACCESS ONE will be assigned customer contact center(s) when initial service agreements are made. ACCESS ONE End Users calling AT&T 4-STATE will be referred to ACCESS ONE at the number provided by ACCESS ONE. Nothing herein shall be interpreted to authorize ACCESS ONE to repair, maintain, or in any way touch AT&T 4-STATE's network facilities, including those on End User premises.

10.8.2.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by AT&T 4-STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

10.8.3 AT&T 4-STATE will provide ACCESS ONE with detailed billing information necessary for ACCESS ONE to issue bill(s) to its End User(s). ACCESS ONE has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions, as outlined in Article 27, Comprehensive Billing and Article 33, OSS, of the Agreement to which this Article is attached. Should ACCESS ONE elect to subscribe to the DUF, ACCESS ONE agrees to pay AT&T 4-STATE the charges specified in Article Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."

10.8.4 AT&T 4-STATE shall make Telecommunications Services that AT&T 4-STATE 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. AT&T 4-STATE will notify ACCESS ONE of any changes in the terms and conditions under which AT&T 4-STATE offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers,

including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, at least forty-five (45) calendar days in advance of the expected effective date of such change.

10.8.5 AT&T 4-STATE currently makes such notification as described in Section 1.35 of the General Terms and Conditions of the Agreement to which this Article is attached. Notification of any new service available to ACCESS ONE for resale shall advise ACCESS ONE of the category in which such new service shall be placed, and the same discount already applicable to ACCESS ONE in that category shall apply to the new service.

10.8.6 ACCESS ONE's End User's activation of Call Trace shall be handled by the AT&T 4-STATE operations centers responsible for handling such requests. AT&T 4-STATE shall notify ACCESS ONE of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of ACCESS ONE's End Users (whether that End User is the victim or the suspect) will be coordinated through ACCESS ONE.

10.8.6.1 ACCESS ONE acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be ACCESS ONE's responsibility to provide additional information necessary for any police investigation.

10.8.6.1.1 In addition to any other indemnity obligations in this Article or the Agreement to which this Article is attached, ACCESS ONE shall indemnify AT&T 4-STATE against any Claim that insufficient information led to inadequate prosecution, provided, however that such indemnification shall not apply to the extent that AT&T 4-STATE has failed to provide billing number and address information that was provided to AT&T 4-STATE by ACCESS ONE.

10.8.6.2 AT&T 4-STATE shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Article is attached.

10.9 RESPONSIBILITIES OF ACCESS ONE

10.9.1 Prior to submitting an order under this Article, ACCESS ONE shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. AT&T 4-STATE shall abide by the same applicable laws and regulations.

10.9.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies AT&T 4-STATE or ACCESS ONE that the End User requests local exchange service from that provider, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

10.9.2.1 AT&T 4-STATE shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. ACCESS ONE shall make any such authorization it has obtained available to AT&T 4-STATE upon request and at no charge.

10.9.3 When an End User changes or withdraws authorization, each Party shall release customer-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 premise, AT&T 4-STATE is free to reclaim the

facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

10.9.4 Neither Party shall be obligated by this Article to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party.

10.9.5 Should AT&T 4-STATE receive an order from ACCESS ONE for services under this Article, and AT&T 4-STATE is currently providing the same services to another local service provider for the same End User, ACCESS ONE agrees that AT&T 4-STATE may notify the local service provider from whom the End User is being converted of ACCESS ONE's order coincident with or following processing ACCESS ONE's order. It shall then be the responsibility of the former local service provider of record and ACCESS ONE to resolve any issues related to the End User. This Section 10.9.5 shall not apply to new or additional lines and services purchased by the End User from multiple ACCESS ONEs or from AT&T 4-STATE.

10.9.5.1 If AT&T 4-STATE receives an order from another local service provider to convert services for an End User for whom ACCESS ONE is the current local service provider of record, and if ACCESS ONE already subscribes to the Local Disconnect Report ("LDR"), covered in Section 10.5.9.2, then AT&T 4-STATE shall notify ACCESS ONE of such order coincident with or following processing such order. It shall be the responsibility of ACCESS ONE and the other local service provider to resolve any issues related to the End User. This Section 10.9.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple ACCESS ONEs or from AT&T 4-STATE.

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10.9.6 ACCESS ONE is solely responsible for the payment of all charges for all services furnished under this Article, including but not limited to, calls originated or accepted at ACCESS ONE's location and its End Users' service locations; provided, however, ACCESS ONE shall not be responsible for payment of charges for any retail services furnished by AT&T 4-STATE directly to End Users and billed by AT&T 4-STATE directly to End Users.

10.9.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AT&T 4-STATE for billing to resold End User accounts will be returned as unbillable and will not be passed to ACCESS ONE for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by AT&T 4-STATE.

10.9.7 AT&T 4-STATE shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by ACCESS ONE. All applicable rates and charges for services provided to ACCESS ONE under this Article will be billed directly to ACCESS ONE and shall be the responsibility of ACCESS ONE; provided, however, that ACCESS ONE shall not be responsible for payment of charges for any retail services furnished by AT&T 4-STATE directly to End Users and billed by AT&T 4-STATE directly to End Users.

10.9.7.1 Charges billed to ACCESS ONE for all services provided under this Article shall be paid by ACCESS ONE regardless of ACCESS ONE's ability or inability to collect from its End Users for such services.

10.9.8 If ACCESS ONE 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 Article and pay any applicable charges. It is the responsibility of ACCESS ONE to order the appropriate toll restriction or blocking on lines resold to End Users. ACCESS ONE acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. ACCESS ONE acknowledges all such limitations and accepts all responsibility for any charges associated with calls

for which blocking is not available and any charges associated with calls that bypass blocking systems. Charges for Alternatively Billed Calls shall be paid by ACCESS ONE at the rated value of the call less the appropriate State discount.

10.9.9 ACCESS ONE shall be responsible for modifying and connecting any of its systems with AT&T 4-STATE-provided interfaces as described in this Article and Article OSS.

10.9.10 ACCESS ONE shall be responsible for providing to its End Users and to AT&T 4-STATE a telephone number or numbers that ACCESS ONE's End Users may use to contact ACCESS ONE in the event that the End User desires a repair/service call.

10.9.10.1 In the event that ACCESS ONE's End Users contact AT&T 4-STATE with regard to repair requests, AT&T 4-STATE shall inform such End Users to call ACCESS ONE and may provide ACCESS ONE's contact number.

10.9.11 Intentionally left blank.

10.9.12 Assignment The General Terms and Conditions , including Section 1.5, of the Agreement control.

10.9.13 ACCESS ONE will provide forecasts to AT&T 4-STATE every January and July using the AT&T 4-STATE network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on ACCESS ONE's best estimates and will include all resale products ACCESS ONE will be ordering within the forecast period, provided, however, that ACCESS ONE shall in no event be liable to AT&T 4-STATE for any failure of such forecasts to predict accurately the types and/or quantities of resale products that ACCESS ONE ultimately orders during the forecast period.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
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
AND
ACCESS ONE, INC.

Whereas, 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 ("AT&T 4-STATE") and Access One, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement, ("Agreement") and which permits the Parties to mutually agree to amend the Agreement in writing; and

Whereas, The Parties agree that this Amendment will act to supersede, amend and replace the applicable provisions currently contained in the Agreement with the attached Appendix Interconnection Trunking Requirements and Network Interconnection Methods which shall become effective as set forth in Paragraph 5 below.

Now, therefore, the Parties agree as follows:

1. The Parties agree to amend the Agreement by replacing the applicable provisions of the Agreement with the attached Appendix Interconnection Trunking Requirements and Appendix Network Interconnection Methods. The Parties further agree that the attached Appendix Interconnection Trunking Requirements and Appendix Network Interconnection Methods (which are attached hereto and incorporated herein by this reference) shall supercede and replace all rates, terms and conditions for Interconnection, trunking and Network Interconnection Methods within the Agreement in their entireties, without the necessity of physically removing the superceded terms and conditions from publicly filed Agreements such as those on file with the state public utility regulatory commission or AT&T "CLEC Online" website.

2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. 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) 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), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16

FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T-13STATE state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T-13STATE's right to exercise its option at any time to adopt on a date specified by AT&T-13STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. This Amendment shall be filed with and is subject to approval by the appropriate State Commission and shall become effective ten (10) days following approval by such Commission.

APPENDIX ITR
(Interconnection Trunking Requirements)

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APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).

1.2 This Appendix provides descriptions of the trunking requirements between CLEC and AT&T-13STATE. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Meet Point" Traffic, Mass Calling, E911, Operator Services and Directory Assistance traffic.

1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.

1.4 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.

1.5 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

1.6 AT&T-4STATE - As used herein, AT&T-4STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.7 AT&T-7STATE - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.8 AT&T-8STATE - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.9 AT&T-10STATE - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

1.10 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.

1.11 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.

1.12 AT&T ARKANSAS - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.

1.13 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.

1.14 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.15 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

1.16 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

1.17 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.

1.18 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.

1.19 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.

1.20 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.

1.21 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.

1.22 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.23 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.

1.24 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.

1.25 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.

1.26 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

2.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic in the AT&T SOUTHWEST REGION 5-STATE as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic in AT&T-2STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT.

2.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.

2.3 "IntraLATA Toll Traffic" or "IntraLATA Toll" is defined as traffic between one AT&T-13STATE local calling area and the local calling area of another AT&T-13STATE or LEC within one LATA within the respective state.

2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.

2.5 "ISP-Bound Traffic" is as defined in Attachment: Intercarrier Compensation.

2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and AT&T-12STATE End Users. In AT&T CONNECTICUT these trunk groups will carry the same type of traffic, but they will be established and used as one-way.

2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.

2.8 "Local Only Tandem Switch" 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 End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.

2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.

2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.

2.11 "Meet Point Trunk Group" carries traffic between CLEC's End Users and Interexchange Carriers (IXCs) via AT&T-13STATE Access or Local/Access Tandem Switches.

2.12 "Offers Service" is defined as when CLEC opens an NPA-NXX, ports a number to serve an End User or pools a block of numbers to serve End Users.

2.13 "Section 251(b)(5) Traffic" is as defined in Attachment: Intercarrier Compensation.

2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining local dialtone from CLEC where CLEC 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-13STATE where AT&T-13STATE is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. AT&T-13STATE shall issue ASRs for one-way trunk groups originating at the AT&T-13STATE switch.

3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Meet Point Trunk Groups can be established between CLEC's switch and the appropriate AT&T-13STATE Tandem Switch as further provided in this Appendix ITR.

3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's switch and an AT&T-12STATE Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between CLEC's switch and an AT&T-12STATE Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.

3.4 Local Interconnection Trunk Groups in AT&T CONNECTICUT must be ordered and provisioned as one-way to accommodate billing and technical limitations.

3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and

implementation schedule. AT&T-12STATE agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 AT&T-13STATE deploys in its network Local Only Tandem Switches (AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE), Local/IntraLATA Tandem Switches (AT&T SOUTHWEST REGION 5-STATE) Local/Access Tandem Switches and Access Tandem Switches. In addition AT&T-13STATE deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).

4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE, and AT&T-2STATE. If CLEC Offers Service in a LATA in which there is no AT&T Local Tandem, CLEC shall establish Local Interconnection Trunk Groups to each AT&T-13STATE End Office Switch in that LATA in which it Offers Service. CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in AT&T SOUTHWEST REGION 5-STATE. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the AT&T SOUTHWEST REGION 5-STATE, CLEC shall establish a Local Interconnection Trunk Group to each AT&T-13STATE End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective AT&T-13STATE Local Tandem on the trunk groups defined below. AT&T-13STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.

4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an AT&T-13STATE End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group (one-way in AT&T CONNECTICUT) when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to AT&T-13STATE must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T-13STATE Local Tandem. If an AT&T-13STATE End Office does not subtend an AT&T-13STATE Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.

4.4 All traffic received by AT&T-13STATE on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a Remote End Office Switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch. The number of digits to be received by the AT&T-13STATE End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way (one-way in AT&T CONNECTICUT).

4.5 Trunk Configuration

4.5.1 Trunk Configuration – AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT

4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.5.1.2 Any AT&T-13STATE switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).

4.5.2 Trunk Configuration – AT&T-2STATE

4.5.2.1 When Interconnecting at AT&T-2STATE's digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.5.2.2 When interconnecting at AT&T CALIFORNIA's DMS Access Tandem(s), 64CCC data and voice traffic may be combined on the same two-way Local Interconnection Trunk Group. 64 CCC data and voice traffic must be on separate two-way Local Interconnection Trunk Groups and not combined at AT&T CALIFORNIA's 4E Access Tandems.

5. TRUNK GROUPS

5.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and AT&T-13STATE End Users.

5.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: AT&T SOUTHWEST REGION 5-STATE.

5.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC switch and each AT&T SOUTHWEST REGION 5-STATE Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.

5.2.3 AT&T SOUTHWEST REGION 5-STATE reserves the right to initiate a one-way IntraLATA Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which CLEC is interconnected.

5.2.4 Where traffic from CLEC switch to an AT&T SOUTHWEST REGION 5-STATE End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the AT&T SOUTHWEST REGION 5-STATE End Office.

5.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each AT&T SOUTHWEST REGION 5-STATE End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.

5.2.6 When AT&T SOUTHWEST REGION 5-STATE has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the AT&T SOUTHWEST REGION 5-STATE Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch.

5.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.

5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT, AT&T-2STATE

5.3.1 Tandem Trunking – AT&T-2STATE and AT&T MIDWEST REGION 5-STATE

5.3.1.1 In AT&T-2STATE and AT&T MIDWEST REGION 5-STATE;

5.3.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all AT&T Local Only Tandems in the LATA for calls destined to or from all AT&T MIDWEST REGION 5-STATE End Offices that

subtend the designated tandem. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.1.1.2 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all AT&T Local/IntraLATA, Local/Access, or Access Tandem Switch(es) (AT&T-2STATE only) in the LATA for calls destined to or from all AT&T-2STATE and AT&T MIDWEST REGION 5-STATE End Offices that subtend the designated tandems. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.2 Tandem Trunking – AT&T CONNECTICUT

5.3.2.1 In AT&T CONNECTICUT, Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all AT&T Local Tandems in the LATA for calls destined to or from all AT&T CONNECTICUT End Offices that subtend the designated tandem. These trunk groups shall be one-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish Direct End Office Trunk Groups for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic where actual or projected traffic demand is or will be twenty-four (24) or more trunks.

5.4 Meet Point Trunk Group: AT&T-13STATE

5.4.1 IXC carried traffic shall be transported between CLEC's switch and the AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and IXCs via a AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch.

5.4.2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multifrequency ("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.

5.4.3 When AT&T-13STATE has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to every AT&T-13STATE Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s).

5.4.4 AT&T-13STATE will not block switched access customer traffic delivered to any AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch that CLEC's switch subtends in each LATA. In no event will AT&T-13STATE be required to route such traffic through more than one of its tandem switches for connection to/from switched access customers. AT&T-13STATE shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.

5.4.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, AT&T-13STATE 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 CLEC 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.

5.5 800/(8YY) Traffic: AT&T-13STATE

5.5.1 If CLEC chooses AT&T-13STATE to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC) 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the AT&T-13STATE Access or Local/Access Tandem Switch.

5.5.2 All originating Toll Free Service 800/(8YY) calls for which CLEC requests that AT&T-13STATE 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.

5.5.3 CLEC may handle its own 800/(8YY) database queries from its switch. If so, CLEC 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, CLEC will route the post-query local or IntraLATA converted ten-digit local number to AT&T-13STATE over the Local Interconnection Trunk Group. In such case, CLEC is to provide an 800/(8YY) billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY) number, CLEC will route the post-query inter-LATA call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to AT&T-13STATE's Access or Local/Access Tandem Switch. Calls will be routed to AT&T-13STATE over the Local Only and/or Local Interconnection Trunk Groups or Meet Point Trunk Groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC 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 CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC Offers Service. This trunk group shall be provisioned as one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunk groups per default PSAP or default ESN assignment dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the AT&T-13STATE E911 Selective Router switch that serves a specified geographic rate area.

5.6.2 In AT&T CONNECTICUT only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three separate dedicated trunk groups for each Connecticut NPA and default PSAP or default ESN assignment, from its switch to each of the Connecticut E911 Selective Routing tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 Selective Routing tandem. A second trunk group using SS7 will go to the Secondary E911 Selective routing tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 Selective Routing tandem and serve as a backup. These trunk groups shall be provisioned by CLEC as one-way outgoing only. CLEC will have administrative control for the purpose of issuing ASRs.

5.6.3 CLEC will cooperate with AT&T-13STATE to promptly test all E911 trunks and facilities between CLEC's network and the AT&T-13STATE E911 Selective Routing Tandem to assure proper functioning of E911 service. CLEC will not turn up live traffic until successful testing is completed by both Parties.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: AT&T-12STATE

5.7.1 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. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 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*

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify AT&T-12STATE at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-12STATE HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with AT&T-12STATE the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify AT&T-12STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T-12STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&T-12STATE Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.

5.7.5 In AT&T CONNECTICUT, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 35 Network Maintenance and Management of the General Terms and Conditions.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 Terms and Conditions for Inward Assistance Operator Services are found in Appendix INW.

5.8.2 If AT&T-13STATE agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

5.8.2.1 Directory Assistance (DA)

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T-13STATE Operator Services Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC)

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each AT&T-13STATE Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI)

5.8.2.3.1 When AT&T-13STATE's operator is under contract to verify the busy status of CLEC End Users, AT&T-13STATE will utilize a segregated one-way with MF signaling trunk group from AT&T-13STATE's Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to AT&T-13STATE's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the Operator Services switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS Questionnaire

5.8.2.6.1 If CLEC chooses AT&T-13STATE to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. TRUNK FORECASTING RESPONSIBILITIES: AT&T-13STATE

6.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. AT&T-13STATE shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC. Subsequent trunk 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-13STATE General Trunk Forecast. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-

100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Appendix for a minimum of three (current plus 2 future) years; and

6.2.2 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) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.

6.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. AT&T-13STATE shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to AT&T-13STATE, unless otherwise specified in this Appendix.

6.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: AT&T-13STATE

7.1 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 (using 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 Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: AT&T-13STATE

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASRs on two-way trunk groups. In AT&T CONNECTICUT where one-way trunks are provisioned, AT&T CONNECTICUT will issue ASRs for trunk groups for traffic that originates from AT&T CONNECTICUT and terminates to CLEC.

8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T-13STATE will issue a TSGR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.

8.3.1.2 In a blocking situation, AT&T-13STATE is responsible for issuing ASRs on one-way AT&T originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TSGR. AT&T-13STATE will issue an ASR within three (3) business days after receipt and review of the TGSR.

8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR is sent to CLEC for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.

8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR shall be sent to CLEC.

8.3.2 Underutilization

8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under seventy-five 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 of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.

8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.3.2.1.4 If AT&T-13STATE does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T-13STATE will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-13STATE reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Meet Point Trunk Groups.

8.3.3 Trunk Servicing – AT&T SOUTHWEST REGION 5-STATE Exceptions

8.3.3.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T SOUTHWEST REGION 5-STATE trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

8.4 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-13STATE and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.4.1 Orders that comprise a project, i.e. greater than four (4) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.5 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

8.5.1 AT&T-13STATE will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. AT&T-13STATE will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-13STATE ceasing to deliver traffic until the ASR(s) are received and processed.

9. TRUNK DATA EXCHANGE: AT&T-13STATE

9.1 The Parties agree to exchange traffic data on two-way trunk groups 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 is agreed to by the Parties.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. The Parties may agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). The Parties agree that twenty (20) business days is the study period duration objective. However, on occasion a study period may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering

purposes, although with less statistical confidence. For AT&T originated one-way, or for any two-way trunk groups, these reports can be made available weekly upon request.

9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in an MS-Excel format.

10. NETWORK MANAGEMENT: AT&T-13STATE

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit 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. CLEC and AT&T-13STATE will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes 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.

10.3 Mass Calling

10.3.1 CLEC and AT&T-13STATE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. OUT OF EXCHANGE TRAFFIC

11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-AT&T incumbent exchange and consistent with the Appendix Out of Exchange Traffic.

12. SWITCHED ACCESS TRAFFIC

12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

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-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

1.4 AT&T-4STATE - As used herein, AT&T-4STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 AT&T-7STATE - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.6 AT&T-8STATE - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.7 AT&T-10STATE - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

1.8 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.

1.9 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, Texa, and Wisconsin.

1.10 AT&T ARKANSAS - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.

1.11 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.

1.12 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.13 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.

1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.

1.17 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.

1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.

1.19 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.

1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.

1.22 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.

1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.

1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

1.25 AT&T-13STATE shall provide, for CLEC's facilities and equipment, interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which AT&T-13STATE provides itself, a subsidiary, an affiliate, or any other party to which AT&T-13STATE provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.26 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 25(c)(2) of the Act.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 AT&T-13STATE's network is partly comprised of End Office switches, Local Only Tandem Switches (AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. AT&T-13STATE's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and AT&T-13STATE's 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. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point on the AT&T-13STATE network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

2.3 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. 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 trunk groups required in Appendix ITR for the exchange of traffic between CLEC and AT&T-13STATE.

2.4 Types of Points of Interconnection

2.4.1 A "Tandem Serving Area" or "TSA" is an AT&T-13STATE area defined by the sum of all local calling areas served by AT&T-13STATE End Offices that subtend an AT&T-13STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within AT&T-13STATE's network in the LATA where CLEC Offers Service.

2.4.3 A "Single POI" is a single point of interconnection within a LATA on AT&T-13STATE's network that is established to interconnect AT&T-13STATE's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.

2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:

(i) at an AT&T-13STATE TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-13STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or

(ii) at an AT&T-13STATE End Office in a local calling area not served by an AT&T-13STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.

2.5 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.6 CLEC is solely responsible for the facilities that carry OS/DA, E911, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.

2.7 Technical Interfaces

2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-13STATE will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

2.7.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-13STATE Tandem or End Office building and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation

3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-13STATE Tandem or End Office building and wishes for AT&T-13STATE to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Fiber Meet Point

3.3.1 Fiber Meet Point between AT&T-13STATE and CLEC can occur at any mutually agreeable and technically feasible point at an AT&T-13STATE Tandem or End Office building within each local exchange area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT, and AT&T-2STATE).

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point 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.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 CLEC will provide fiber cable to the last entrance (or AT&T-13STATE designated) manhole at the AT&T-13STATE Tandem or End Office building. AT&T-13STATE shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for AT&T-13STATE to pull through to the AT&T-13STATE cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T-13STATE shall take the fiber from the manhole and terminate it inside AT&T-13STATE's office at the cable vault at AT&T-13STATE's expense. In this case the POI shall be at the AT&T-13STATE designated manhole location.

3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.3.9 CLEC and AT&T-13STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength

necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.4 Other Interconnection Methods

3.4.1 The Parties may mutually agree to other methods of obtaining interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. RESPONSIBILITIES OF THE PARTIES

4.1 For each local Interconnection within an AT&T-13STATE area, CLEC shall provide written notice to AT&T-13STATE of the need to establish Interconnection in each local exchange area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T-2STATE, AT&T CONNECTICUT and AT&T MIDWEST REGION 5-STATE).CLEC shall provide all applicable network information on forms acceptable to AT&T-13STATE (as set forth in AT&T's CLEC Handbook, published on the CLEC website).

4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Either party may add or remove additional switches. The parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
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
AND
ACCESS ONE, INC.

The Interconnection Agreement by and between AT&T ("AT&T") and Access One, Inc. ("Access One") ("Agreement") is hereby amended as follows:

1. Section 1.2 of Article 1 General Terms and Conditions is amended by adding the following section:

   1.2.2.2 Notwithstanding anything to the contrary in this Section 1.2, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from March 11, 2007 until March 11, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Access One, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.

2. Intentionally left blank.

3. The Parties acknowledge and agree that AT&T shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

5. 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.

6. This Amendment shall be filed with and is subject to approval by the appropriate State Commission and shall become effective ten (10) days following approval by such Commission.

I understand that the Wisconsin Public Service Commission will not accept an Interconnection Agreement for approval pursuant to 47 USC 252 unless the competitive provider has been certified by the Commission. The undersigned hereby warrants that it has received any necessary Wisconsin certification and also consents to Wisconsin Bell, Inc. d/b/a AT&T Wisconsin requesting approval of the Interconnection Agreement on behalf of both parties.

Signature

Mark Jozwiak

Name

President

Position

312-441-1000

Telephone Number

312-441-1010

Fax Number