Sally Briar
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December 15, 2008

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

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Time Warner Cable Information Services LLC

Dear Ms. Paske:

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

I have been authorized by Time Warner Cable Information Services LLC to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Time Warner Cable Information Services LLC
Julie P. Laine
VP & Chief Counsel
290 Harbor Drive
Stamford, CT 06902
Tel: 203-328-0671
Fax: 203-328-4042

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

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

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

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt the Interconnection Agreement by and between AT&T Wisconsin and tw telecom of wisconsin l.p. for the State of Wisconsin, which was approved by the Public Service Commission of Wisconsin ("the Commission") under Section 252(e) of the Act on June 19, 2002 in Docket Number 05-TI-627, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

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

1.0 Incorporation of Recitals and Separate Agreement by Reference

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

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

2.0 Modifications to Separate Agreement

2.1 All references to "AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc. a Delaware Corporation" are hereby replaced with "Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation" and AT&T Wisconsin's address of "350 North Orleans, 3rd Floor, Chicago, IL 60654" is hereby replaced with "722 N Broadway, Milwaukee, WI 53202." Finally, the following language is hereby deleted: "on behalf of and as agent for AT&T Wisconsin".

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

2.3 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, this MFN Agreement shall expire on December 15, 2009.

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

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

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Julie P. Laine/VP & Chief Counsel, Telephony
STREET ADDRESS	290 Harbor Drive
CITY, STATE, ZIP CODE	Stamford, CT 06902
FACSIMILE NUMBER	(203) 328-4042

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

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

3.0 Clarifications

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

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

Time Warner Cable Information Services (Wisconsin), LLC

By: Gerald D Campbell

Printed: GERALD D. CAMPBELL

Title: EVP, TECHNICAL OPS.
(Print or Type)

Date: 12/08/08

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

By: Eddie Reed

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 12-11-08

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

Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin

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Billing, Collection, and Remittance..... BCR-AM-WI

Line Information Database-Administration.....LIDB-AS-AM-WI

Line Information and CNAM Service .....LINE INFORMATION/CNAM SERVICE-AM-WI

Wisconsin Pricing ..... PRICING-WI

Wisconsin Pricing Merger Promotion Template ..... PRICING MERGER - WI

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

between

Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin

and

Time Warner Telecom of Wisconsin, L.P.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement)**, is dated as of _____, 2002 by and between SBC Communications, Inc. owned **Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (“Ameritech Wisconsin or “AM-WI”)** and, **Time Warner Telecom of Wisconsin, L.P.** [“TWTC”) (a Limited Partnership)**.** Notwithstanding Paragraph 43 of the Merger Conditions approved by FCC Memorandum Opinion and Order released October 8, 1999 in CC Docket No. 98-141 "In re Applications of Ameritech Corp. and SBC Communications Inc. for Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63 90, 95 and 101 of the Commission's Rules," this Agreement is effective and available only in the State of Wisconsin because of differences and limitations in regulatory, legal, technical, network and OSS attributes in other states. Other states' terms and conditions are not included in this Agreement as a result of a ruling in the following state of Wisconsin Arbitration Award:

Order issued October 12, 2000

BEFORE THE
PUBLIC SERVICE COMMISSION OF WISCONSIN

Petition for Arbitration to Establish an Interconnection Agreement Between Two AT&T Subsidiaries, AT&T Communications of Wisconsin, Inc. and TCG Milwaukee, and Wisconsin Bell, Inc. (d/b/a Ameritech Wisconsin) **05-MA-120**

WHEREAS, TWTC represents that it is, or intends to become, a provider of Telephone Exchange Service to End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to End Users over their respective Telephone Exchange Service facilities in the states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, TWTC intends to operate where **Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, ("Ameritech Wisconsin"),** is the incumbent Local Exchange Carrier(s) and TWTC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in **Ameritech-Wisconsin** Service areas by the appropriate State Commission;

NOW, THEREFORE, the Parties hereby agree as follows:

GENERAL TERMS AND CONDITIONS

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

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 1.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 GENERAL DEFINITIONS

1.1.1 **"A-link"** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.

1.1.2 **"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.

1.1.3 **"Access Compensation"** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.

1.1.4 **"Access Service Request"** (**ASR**) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

1.1.5 **"Account Owner"** means a telecommunications company, including **AM-WI**, that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

1.1.6 **"Advanced Services"** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **AM-WI** Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:

1.1.6.1 Data services that are not primarily based on packetized technology, such as ISDN,

1.1.6.2 x.25-based and x.75-based packet technologies, or

1.1.6.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.

1.1.7 **"Affiliate"** is As Defined in the Act.

1.1.8 **"Alternate Billing Service" (ABS)** means 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.

1.1.9 **AM-WI** - As used herein, **AM-WI** means the applicable **SBC**-owned ILEC doing business in Wisconsin.

1.1.10 **"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 or the subject matter of this Agreement.

1.1.11 **"As Defined in the Act"** means as specifically defined by the Act.

1.1.12 **"As Described in the Act"** means as described in or required by the Act.

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

1.1.14 **"Automatic Route Selection"** or **"ARS"** means a service feature associated with a specific grouping of lines that provides for automatic

selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

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

1.1.16 **"Bona Fide Request"** (**BFR**) is the process described in the applicable Appendix UNE.

1.1.17 **"Business Day"** means Monday through Friday, excluding holidays on which **AM-WI** does not provision new retail services and products.

1.1.18 **"Busy Line Verification"** (**BLV**) means a service whereby an End User requests an operator to confirm the busy status of a line.

1.1.19 **"CABS"** means the Carrier Access Billing System.

1.1.20 **"Calling Card Service"** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.

1.1.21 **"Calling Name Database"** means a Party's 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.

1.1.22 **"Calling Name Delivery Service" (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 End User's premise between the first and second ring for display on compatible End User premises equipment.

1.1.23 **"Calling Name Information"** means a Telecommunications Carrier's records of its End Users names associated with one or more assigned ten (10) digit telephone numbers.

1.1.24 **"Calling Number Delivery"** means a feature that enables an End User to view the directory number of the calling party on a display unit.

1.1.25 **"Calling Party Number"** (**CPN**) means a Signaling System 7 ("SS7") parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

1.1.26 **"Centralized Message Distribution System"** (**CMDS**) means the transport system that LECs use to exchange outcollect and Carrier Access Billing System ("CABS") access messages among each other and other Parties connected to CMDS.

1.1.27 **"Central Office Switch"** (**Central Office**) is a switching entity within the public switched telecommunications network, including but not limited to:

1.1.27.1 **"End Office Switch" or "End Office"** is a switching machine that **directly** terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

1.1.27.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

1.1.27.3 **"Centralized AMA"** (**CAMA**) is an arrangement where the AMA equipment is centralized in, for example, a Tandem and is used by offices that do not have LAMA (Local AMA). The End Office Switch must send ANI digits to the CAMA office for billing a calling subscriber.

1.1.28 **"Claim"** means any pending or threatened claim, action, proceeding or suit.

1.1.29 **"CNAM Query"** means a Query that allows TWTC to query a Calling Name Database for Calling Name Information in order to deliver that information to TWTC's local CNDS subscribers.

1.1.30 **"CNAM Query Rate"** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

1.1.31 **"Collocation"** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.

1.1.32 **"Commercial Mobile Radio Services"** (**CMRS**) means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.

1.1.33 **"Commission"** means the **Public Service Commission of Wisconsin (PSC-WI)** the applicable State agency with regulatory authority over Telecommunications.

1.1.34 **"Common Channel Signaling"** (**CCS**) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

1.1.35 **"Control Office"** means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

1.1.36 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

1.1.37 **"Customer Usage Data"** means the Telecommunications Services usage data of a TWTC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **AM-WI** and forwarded to TWTC.

1.1.38 **"Custom Local Area Signaling Service Features"** (**CLASS Features**) means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.1.39 **"Customer Name and Address Information" (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

1.1.40 **"Data Base Administration Center"** (**DBAC**) means an **AM-WI** location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

1.1.41 **THIS SECTION INTENTIONALLY LEFT BLANK**

1.1.42 **THIS SECTION INTENTIONALLY LEFT BLANK**

1.1.43 **"Delaying Event"** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

1.1.43.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

1.1.43.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

1.1.43.3 any Force Majeure Event.

1.1.44 **"Designated Central Office Document"** (**Document DCO**) is a document that is referenced in **AM-WI** Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the TWTC Central Offices, TWTC Routing Points, Activation Dates, the POI(s) and the applicable **AM-WI** Central Offices.

1.1.45 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

1.1.46 **"Digital Cross Connect Panel"** (**DSX Panel**) means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

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

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

1.1.47.2 **"Digital Signal Level 1"** (**DS-1**) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.1.47.3 **"Digital Signal Level 3"** (**DS-3**) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

1.1.48 **"Digital Subscriber Line"** (**DSL**) is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

1.1.49 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.

1.1.50 **"End Users"** 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 Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.1.51 **"Enhanced LECLink"** is a customer access service to the national distribution of billing records via Telcordia's Centralized Message Distribution System (CMDS).

1.1.52 **"Enhanced Service Provider"** (**ESP**) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.

1.1.53 **"Exchange Access"** is As Defined in the Act.

1.1.54 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

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

1.1.56 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.

1.1.57 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.

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

1.1.59 **"FCC"** means the Federal Communications Commission.

1.1.60 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

1.1.61 **"Foreign Exchange"** (**FX**) means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers ("LECs"), is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

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

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

1.1.64 "**Incumbent Local Exchange Carrier**" (**ILEC**) is As Defined in the Act.

1.1.65 **Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

1.1.66 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

1.1.67 **"Inter-wire Center Transport"** means the transmission facilities between serving wire centers.

1.1.68 **"Interconnection"** is As Defined in the Act

1.1.69 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

1.1.70 **"Interexchange Carrier"** (**IXC**) means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.1.71 **"InterLATA"** is As Defined in the Act.

1.1.72 **"Intermediate Distribution Frame"** (**IDF**) is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

1.1.73 **"Internet Service Provider"** (**ISP**) is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158 and defined in paragraphs 3-5 of the FCC's Declaratory Ruling in CC Docket 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68.

1.1.74 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.

1.1.75 **"LIDB Editor"** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.

1.1.76 **"Line Information Data Base"** (**LIDB)** means 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 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, ZIP Code data, and Calling Name Information.

1.1.77 **"LIDB Service Applications"** means the query types accepted for access to LIDB information.

1.1.78 **"Line Record"** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

1.1.79 **"Line Side"** refers to the switch port toward the TWTC's side of the equipment.

1.1.80 "**Local Access Transport Area**" (**LATA**) is As Defined in the Act.

1.1.81 **"Local Exchange Carrier"** (**LEC**) is As Defined in the Act.

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

1.1.83 **"Local Loop Transmission", "Unbundled Local Loop", "Loop"** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the AM-WI Serving Wire Center.

1.1.84 **"Local Traffic"** - Local Traffic, for purposes of intercompany compensation, is if (i) the call originates and terminates in the same **AM-WI** exchange area; or (ii) originates and terminates within different **AM-WI** Exchanges that share a common mandatory local calling area, e.g. mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes

1.1.85 **"Local Number Portability"** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

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

1.1.87 **"Local Service Provider"** (**LSP**) is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any

physical network components to support the provision of that End User's service.

1.1.88 **"Loss"** or **"Losses"** means 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).

1.1.89 **"Main Distribution Frame"** (**MDF**) is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

1.1.90 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

1.1.91 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

1.1.92 **"Meet-Point Billing"** (**MPB**) refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

1.1.93 **"Meet-Point Trunks/Trunk Groups"** (**MPTGs**) are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE "GR-394" and GR-317-CORE "GR-317". MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.

1.1.94 **"Multiple Bill/MultipleTariff"** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided

Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a multiple tariff (MM).

1.1.95 **"Mutual Compensation"** as defined in the Amendment to Time Warner Telecom Contracts Superseding Certain Compensation, Interconnection and Trunking Provisions.

1.1.96 **"Network Data Mover"** (**NDM**) is an industry standard protocol for transferring information electrically.

1.1.97 **"Network Element"** is As Defined in the Act.

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

1.1.99 **"Numbering Plan Area"** (**NPA**) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

1.1.100 **"Number Portability"** is As Defined in the Act.

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

1.1.102 **"Ordering and Billing Forum"** (**OBF**) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

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

1.1.104**"Party"** means either TWTC or the **SBC**-owned ILEC; use of the term "Party" includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement. **"Parties"** means both TWTC and the **SBC**-owned ILEC**;** use of the term "Parties" includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement.

1.1.105**"Permanent Number Portability"** (**PNP**) is a long term method of providing LNP using LRN.

1.1.106**"Person"** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.

1.1.107**"Point of Interconnection"** (**POI**) is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.

1.1.108**"Physical Collocation"** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.

1.1.109**"Plain Old Telephone Service"** (**POTS**) means telephone service for the transmission of human speech.

1.1.110**"Rate Center Area"** means the following in each applicable area:

1.1.110.1 **AM-WI**

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

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

1.1.112**"Referral Announcement"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

1.1.113**"Routing Point"** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.1.114**"SBC Communications Inc." (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.1.115**"Service Control Point"** (**SCP**) is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.

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

1.1.117**"Service Provider Number Portability"** (**SPNP**) is synonymous with Permanent Number Portability ("PNP").

1.1.118**"Service Switching Point"** (**SSP**) is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.

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

1.1.120**"Signal Transfer Point"** (**STP**) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

1.1.121**"Sleuth"** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

1.1.122**"Special Billing Number" (SBN)** means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).

1.1.123**"Switched Access Detail Usage Data"** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.

1.1.124**"Switched Exchange Access Service"** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

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

1.1.126**"Tape Load Facility"** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.

1.1.127**"Telecommunications"** is As Defined in the Act.

1.1.128**"Telecommunications Carrier"** is As Defined in the Act.

1.1.129**"Telecommunications Service"** is As Defined in the Act.

1.1.130**"Telephone Exchange Service"** is As Defined in the Act.

1.1.131**"Telephone Toll Service"** is As Defined in the Act.

1.1.132**"Third Party"** means any Person other than a Party.

1.1.133**"Toll Billing Exception Service" (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.

1.1.134**"Toll Free Service"** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration

only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).

1.1.135**"Translation Type"** means a code in the Signaling Connection Control Part (**SCCP**) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB Query and/or CNAM Query. All LIDB Queries and/or CNAM Queries that use the same Translation Type are routed to the same LIDB and/or CNAM Database for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

1.1.136**"Trunk"** means a communication line between two switching systems.

1.1.137**"Wire Center"** is the location of one or more local switching systems. A **point** at which End User's loops within a defined geographic area converge. Such **local** loops may be served by one (1) or more Central Office Switches within such premises

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

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

2.2 Headings Not Controlling

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

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, TWTC Practice, **AM-WI** Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a "**Referenced Instrument**"), it will, unless otherwise specified in this Agreement, be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such Referenced Instrument at such time. If a dispute about interpretation arises, the Parties shall submit the matter for resolution pursuant to Section 10 of this Agreement.

2.4 References

2.4.1 References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to this Agreement unless the context shall otherwise require.

2.5 Tariff References

2.5.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

2.5.3 Wherever the term "customer" is used in connection with **AM-WI** retail tariffs, the term "customer" means the ultimate "consumer" or the "end user" of any tariffed service.

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda 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 Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

2.7 Joint Work Product

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

2.8 Severability

2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

2.9.1 The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service; and all such rates, terms and conditions are incorporated by reference herein and deemed a part of

every Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder. 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, Resale Service, Network Element, function, facility, product or service 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; indemnity; remedies; intellectual property; publicity and use of trademarks and 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; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; hazardous substances and responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; customer inquiries; expenses; conflict of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **AM-WI** but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated to comport with the order or finding, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 10.

2.11 State-Specific Rates, Terms and Conditions

2.11.1 State-specific terms have been negotiated (or in the case of 2.10.1 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither

Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

2.11.2 Successor Rates. Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, 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). 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 10.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein, **AM-WI**'s obligations under this Agreement shall apply only to:

2.12.1.1 the specific operating area(s) or portion thereof in which **AM-WI** is then deemed to be the ILEC under the Act (**the "ILEC Territory"**), and

2.12.1.2 assets that **AM-WI** owns or leases and which are used in connection with **AM-WI**'s provision to TWTC of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the **"ILEC Assets"**).

2.13 Affiliates

2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind **AM-WI**, TWTC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with TWTC. TWTC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between **AM-WI** and any such TWTC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to TWTC and any such TWTC Affiliate for the term of this

Agreement as stated herein until either **AM-WI** or TWTC or any such TWTC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supercede a currently effective interconnection agreement between any such TWTC Affiliate and SBC or **AM-WI** until the expiration of such other agreement.

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

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software, the purchase of the assets of another company 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"**).

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **AM-WI**'s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

4.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

4.3 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

4.4 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.

4.5 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:

4.5.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance

with minimum limits of $100,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $100,000 for Bodily Injury by disease-each employee.

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

4.5.3 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.

4.5.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.5.1 through 4.5.3 of this Agreement.

4.5.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ 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. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

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

4.5.7 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:

4.5.7.1 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

4.5.7.2 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

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

4.6 Section 4.5 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

4.7 Upon TWTC signature of this Agreement, TWTC shall provide **AM-WI** with TWTC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

4.8 In the event that TWTC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other TWTC identifier (collectively, a "TWTC Change"), TWTC shall submit written notice to **AM-WI** within thirty (30) calendar days of the first action taken to implement such TWTC Change. TWTC may make one (1) TWTC Change in any twelve (12) month period without charge by **AM-WI** for updating its databases, systems, and records solely to reflect such TWTC Change. In the event of any additional TWTC Change, **AM-WI** reserves the right to seek recovery of the costs associated with updating the applicable **AM-WI** databases, systems, and records to reflect TWTC Change. Notwithstanding the above, for each TWTC Change the TWTC shall pay any applicable charges associated with recording and otherwise updating any TWTC branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to **AM-WI** to make the TWTC Change.

4.9 When a End User changes its service provider from **AM-WI** to TWTC or from TWTC to **AM-WI** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement **("Referral Announcement")** on the original telephone number that specifies the End User's new telephone number.

4.9.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(I)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

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

5. EFFECTIVE DATE, TERM, AND TERMINATION

5.1 **THIS SECTION INTENTIONALLY LEFT BLANK**.

5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on date May 31, 2003 (the **"Term**"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.

5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 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.

5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.

5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:

5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and

5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;

5.5.3 Each Party's confidentiality obligations shall survive; and

5.5.4 Each Party 's indemnification obligations shall survive.

5.6 If **AM-WI** serves notice of expiration pursuant to Section 5.2 or Section 5.4, TWTC shall have fifteen (15) calendar days to provide **AM-WI** written confirmation if TWTC wishes to pursue a successor agreement with **AM-WI** or terminate its agreement. TWTC shall identify the action to be taken on each applicable (13) state(s). If TWTC wishes to pursue a successor agreement with **AM-WI**, TWTC will include its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **AM-WI** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of TWTC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **AM-WI** received TWTC's Section 252(a)(1) request unless the date is extended by mutual agreement; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement of termination or expiration of this agreement, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.

5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), TWTC withdraws its Section 252(a)(1) request, TWTC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that TWTC does not wish to pursue a successor agreement with **AM-WI** for a given state. 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 TWTC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following **AM-WI**'s receipt of TWTC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.

5.9 If TWTC does not affirmatively state that it wishes to pursue a successor agreement with **AM-WI** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the AM-WI's notice of expiration or termination, 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 TWTC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following TWTC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.

5.10 In the event of termination of this Agreement pursuant to Section 5.9, or 5.7(ii) **AM-WI** and TWTC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that TWTC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6. END USER FRAUD

6.1 In the event of fraud associated with a TWTC End User's account, the Parties agree that liability should be determined based on the facts related to the incident of fraud. **AM-WI** shall not be liable for any fraud associated with a TWTC End User's account unless such fraud is determined to have been committed by an employee or other person under the control of SBC-Ameritech.

6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and

ported numbers. 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.

6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers 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.

6.4 **AM-WI** will provide notification messages to TWTC on suspected occurrences of ABS-related fraud on TWTC accounts stored in the applicable LIDB. **AM-WI** will provide via fax.

6.4.1 TWTC understands that Sleuth alerts only identify potential occurrences of fraud. TWTC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. TWTC understands and agrees that it will also need to determine what, if any, action TWTC should take as a result of a Sleuth alert.

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

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

6.5 In **AM-WI** ABS-related alerts are provided to TWTC at no additional charge.

7. DEPOSITS

7.1 The deposit requirements set forth in this Section 7 apply to the Resale Services and Network Elements furnished under this Agreement. If TWTC furnishes both Resale Services and Network Elements in one (1) state under this Agreement, TWTC shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 7.2 through 7.9, inclusive.

7.2 If TWTC has not established a minimum of twelve (12) consecutive months good credit history with **AM-WI** TWTC shall remit an initial cash deposit to **AM-WI** prior to the furnishing of Resale Services or Network Elements in each state covered by this Agreement. The deposit required by the previous sentence shall be determined as follows:

7.2.1 For **AM-WI** subject to external credit check verification and/or financial statement review, **AM-WI** may require two (2) to four (4) months of projected average monthly billings as a deposit.

7.2.2 If TWTC has established a minimum of twelve (12) consecutive months good credit history with **AM-WI**, **AM-WI** shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 through Section 7.9 of this Agreement shall continue to apply in each state for the Term. In determining whether TWTC has established a minimum of twelve (12) consecutive months good credit history with **AM-WI**, TWTC's payment record with **AM-WI** for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

7.3 Any cash deposit for one state shall be held by **AM-WI** as a guarantee of payment of charges billed to TWTC, provided, however, **AM-WI** may exercise its right to credit any cash deposit to TWTC's account upon the occurrence of any one of the following events:

7.3.1 when **AM-WI** sends TWTC the second delinquency notification for that state during the most recent twelve (12) months; or

7.3.2 when **AM-WI** suspends TWTC's ability to process orders in accordance with Section 9.5.1.3; or

7.3.3 when TWTC files for protection under the bankruptcy laws; or

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

7.3.5 when this Agreement expires or terminates; or

7.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, **AM-WI** shall credit any cash deposit to TWTC's account so long as TWTC has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.

7.3.7 For the purposes of this Section 7.3, interest will be calculated as specified in Section 8.1 and shall be credited to TWTC's account at the time that the cash deposit is credited to TWTC's account.

7.4 So long as TWTC maintains timely compliance with its payment obligations, **AM-WI** will not increase the deposit amount required. If TWTC fails to maintain timely compliance with its payment obligations, **AM-WI** reserves the right to

require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.10.

7.5 If during the first six (6) months of operations TWTC has been sent one delinquency notification letter by **AM-WI**, the deposit amount for that state shall be re-evaluated based upon TWTC's actual billing totals and shall be increased if TWTC's actual billing average:

7.5.1 for **AM-WI** for a two (2) to four (4) month period exceeds the deposit amount held.

7.6 Throughout the Term, any time TWTC has been sent two (2) delinquency notification letters by **AM-WI**, the deposit amount for that state shall be re-evaluated based upon TWTC's actual billing totals and shall be increased if TWTC's actual billing average:

7.6.1 For **AM-WI** for a two (2) to four (4) month period exceeds the deposit amount held.

7.7 Whenever a deposit is re-evaluated as specified in Section 7.5 or Section 7.6, such deposit shall be calculated in an amount equal to the average billing to TWTC for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of TWTC's CBAs/ESBAs/ASBS ("ASBS" is utilized in **AM-WI** only) and BANs for Resale Services or Network Elements, as appropriate within that state shall be used to calculate TWTC's monthly average.

7.8 Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, TWTC shall remit the additional deposit amount to **AM-WI** within thirty (30) calendar days of receipt of written notification from **AM-WI** requiring such deposit. If TWTC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, **AM-WI** shall begin the process set forth in Section 9 of this Agreement. If TWTC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then **AM-WI** shall begin the procedure(s) set forth in Sections 9.5 and 9.6 of this Agreement.

7.9 The fact that **AM-WI** holds either a cash deposit or irrevocable bank letter of credit does not relieve TWTC from timely compliance with its payment obligations under this Agreement.

8. BILLING AND PAYMENT OF CHARGES

8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically

referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

8.1.1 THIS SECTION INTENTIONALLY LEFT BLANK.

8.1.2 Remittance in full of all bills rendered by either Party is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**) and shall be paid in accordance with the terms of Section 8.3 of this Agreement.

8.1.3 If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to either Party as of the Bill Due Date (individually and collectively, **"Past Due"**), then a late payment charge shall be assessed as provided in Section 8.1.4., as applicable. If late charges are assessed by TWTC, then Section 8.2 shall apply for the computation of the late charges.

8.1.4 If any charge incurred under this Agreement that is billed out of any **AM-WI** billing system is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.

8.2 If any charge incurred by **AM-WI** under this Agreement, billed out of TWTC's billing system, is Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until paid. The interest rate applied shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable Party's intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.3 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to an appropriate **AM-WI** bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, TWTC and **AM-WI** will each 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 thirty (30) days written notice of the change and such notice will include the new banking information. **AM-WI** desires electronically transferred funds and remittances via automated clearinghouse (ACH) utilizing either a CCD+ or a CTX standard entry class code. TWTC agrees to provide such automated remittances. In the event

TWTC receives multiple and/or other bills from **AM-WI** which are payable on the same date, TWTC may remit one payment for the sum of all such bills using CTX. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems. TWTC and **AM-WI** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by **AM-WI** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **AM-WI** shall not be liable for any delays in receipt of funds or errors in entries caused by TWTC or Third Parties, including TWTC's financial institution. TWTC is responsible for its own banking fees.

8.4 If any portion of an amount due to a Party (the **"Billing Party"**) for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes **("Disputed Amounts")** and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) 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:

8.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

8.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

8.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

8.4.4 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:

8.4.4.1 The escrow account must be an interest bearing account;

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

8.4.4.3 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;

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

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

8.4.4.5.1 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

8.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or

8.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7.

8.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.1.

8.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.

8.7 If the Non-Paying Party disputes any charges for Resale Services or Network Elements and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:

8.7.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;

8.7.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;

8.8 If the Non-Paying Party disputes any charges for Resale Services or Network Elements and any portion of the dispute is resolved in favor of the Billing Party, the Parties shall cooperate to ensure that all of the following actions are taken:

8.8.1 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and

8.8.2 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of Late Payment Charges such Billing Party is entitled to receive pursuant to Section 8.1.

8.9 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party for Resale and/or Network elements within the time specified in Section 8.8 shall be grounds for termination of this Agreement.

8.10 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

8.11 Exchange of Billing Message Information

8.11.1 **AM-WI** will provide TWTC a specific Daily Usage File (**"DUF" or "Usage Extract"**) for Resale Services and Network Element usage sensitive services provided hereunder (**"Customer Usage Data"**). Such Customer Usage Data shall be provided by **AM-WI** in accordance with Exchange Message Interface **(EMI)** guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for **AM-WI**. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail End Users of **AM-WI** within that state, (ii) with sufficient detail to enable TWTC to bill its End Users for usage sensitive services furnished by **AM-WI** in connection with Resale Services and Network Elements provided by **AM-WI**. Procedures and processes for implementing the interfaces with **AM-WI** will be included in implementation requirements documentation.

8.11.2. To establish file transmission for the Daily Usage File, TWTC must provide a separate written request for each state to **AM-WI** no less than sixty (60) calendar days prior to the desired first transmission date for each file.

8.11.3 Call detail for LEC-carried calls that are alternately billed to TWTC End Users lines provided by **AM-WI** through Resale or Network Elements will be forwarded to TWTC as rated call detail on the DUF.

8.11.4 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **AM-WI** for billing, which would otherwise be processed by **AM-WI** for its retail End Users, will be returned to the IXC and will not be passed through to TWTC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **AM-WI** records the message.

8.11.5 **AM-WI** Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) shall be subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.

8.11.6 TWTC shall be responsible for providing all billing information to each of its End Users, regardless of the method used to provision the End User's service.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 Unless otherwise specified therein, Sections 9.1, 9.2, 9.3, 9.4 and 9.5 shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement.

9.2 Failure to pay undisputed charges may be grounds for disconnection of Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay by the Bill Due Date, any and all charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges **("Unpaid Charges"),** and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.

9.2.1 With respect to Resale Services and Network Elements, **AM-WI** will notify TWTC of any Unpaid Charges that remain unpaid fifteen (15) calendar days after the Bill Due Date and that TWTC must remit payment within fourteen (14) calendar days following receipt of **AM-WI**'s notice.

9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take all of the following actions not later than fourteen (14) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed **("Disputed Amounts")** and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and

9.3.2 immediately pay to the Billing Party all undisputed Unpaid Charges; and

9.3.3 pay all Disputed Amounts relating to Resale Services and Network Elements into an interest bearing escrow account that complies with the requirements set forth in Section 8.4.

9.3.4 With respect to Resale Services and Network Elements, evidence that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts into that account must be furnished to the Billing Party before the Unpaid Charges will be deemed to be "disputed" under Section 10 of this Agreement.

9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.

9.5 **AM-WI**

9.5.1 Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill for Resale Services or Network Elements into an interest-bearing escrow account with a Third Party escrow agent, (iii) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

9.5.1.1 assess a late payment charge and where appropriate, a dishonored check charge;

9.5.1.2 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;

9.5.1.3 refuse to accept new, or complete pending, orders; and/or

9.5.1.4 discontinue service.

9.5.1.4.1 **THIS SECTION INTENTIONALLY LEFT BLANK**.

9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of the above options:

9.5.2.1 shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

9.5.2.2 Sections 9.5.1.3 and 9.5.1.4 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark.

9.5.3 Once disconnection has occurred, additional charges may apply.

10. DISPUTE RESOLUTION

10.1 Finality of Disputes

10.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (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.

10.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges for which the Bill Due Date occurred within the twelve (12) months immediately preceding the date on which the other Party received notice of such Disputed Amounts.

10.2 Alternative to Litigation

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

10.3 Commencing Dispute Resolution

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

10.3.1.1 Service Center (**AM-WI**)

10.3.1.2 Informal Dispute Resolution; and

10.3.1.3 Formal Dispute Resolution, each of which is described below.

10.4 Service Center Dispute Resolution. The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a TWTC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate **AM-WI** Service Center for resolution. In order to resolve a billing dispute, disputing party shall furnish **AM-WI** written notice of (i) the date of the bill in question, (ii) CBA/ ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that TWTC disputes the billed amount. To be deemed a "dispute" under this Section 10.4, TWTC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 10.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute TWTC's irrevocable and full waiver of its right to dispute the subject charges.

10.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on the other Party's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the other Party furnishes all requisite information and evidence under Section 10.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, the non-disputing Party will notify the disputing Party of the status of the dispute and the expected resolution date.

10.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that TWTC furnishes all requisite information and evidence under Section 10.4.1), **AM-WI** will notify TWTC of the status of the dispute and the expected resolution date.

10.4.4 Any notice of Disputed Amounts given by **AM-WI** to TWTC pursuant to Section 10.3 shall furnish TWTC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that **AM-WI** disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided **AM-WI** furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, TWTC will notify **AM-WI** of the status of the dispute and the expected resolution date.

10.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 10.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 10.5 of this Agreement.

10.5 Informal Resolution of Disputes

10.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 10.3 or Section 10.4.5, each Party will appoint a knowledgeable, responsible representative with the authority to resolve the dispute, 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 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 that were not prepared

for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the Formal Dispute Resolution procedures described in this Section 10.6. Formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 10.3, except that Formal Dispute Resolution may be invoked after ten (10) calendar days if mutually agreed to by the Parties or if the Parties mutually agree that they have reached an impasse or if the dispute affects the ability of a Party to provide uninterrupted service to its End User(s) or precludes the provisioning of service, functionality, or network element, except that if the Commission has adopted an expedited review process, the affected Party shall be entitled to immediately exercise its rights thereunder.

10.6.2 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 10.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration under Section 10.7. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

10.6.3 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

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

10.6.3.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to the non-procedural rules of the appropriate Commission or pursuant to such other provider of arbitration services or rules as the

Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. An arbitration will be held in the state in which the dispute arose or in another location agreed to by the Parties if the dispute is regional in nature . The arbitration hearing will be requested to commence within sixty (60) calendar 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 thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have 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, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties shall work cooperatively to implement the arbitration award within the time parameters stated in the award. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

11. AUDITS – AM-WI

11.1 Subject to the restrictions set forth in Section 20 and except as may be otherwise expressly provided in this Agreement, a Party (the **"Auditing Party"**) may audit the other Party's (the **"Audited Party"**) books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement **("service start date")** for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at

least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

11.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party’s receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

11.1.3 Each audit shall be conducted on the premises of the Audited Party during the Audited Party’s normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.

11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of

the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1, for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

11.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 11.1. Any additional audit shall be at the requesting Party's expense.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

13. LIMITATION OF LIABILITY

13.1 Except as otherwise provided in Section 14 Indemnity, or in specific appendices, each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by

such parties, and neither Party shall bear any responsibility for the service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such parties.

13.2 In the case of any Loss alleged or made 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 (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its affiliates, agents, servants, contractors, or others acting in aid or concert with it.

13.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental, or punitive damages, including but not limited to, loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively, Consequential Damages), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such Third Party.

13.4 **AM-WI** shall not be liable for damages to an End User's premises resulting from the furnishing of Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including the installation and removal of equipment and associated wiring, unless the damage is caused by **AM-WI**'s gross negligence or willful misconduct. **AM-WI** does not guarantee or make any warranty with respect to unbundled elements when used in an explosive atmosphere.

13.5 Except for payments required pursuant to Section 15 Performance Measurements, including but not limited to any penalties, damages, service associated credits with the SBC-AIT merger or other penalties assessed by any state, and except for indemnity obligations under Section 14 Indemnity, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance under this Agreement, whether in contract, tort or otherwise, shall not exceed in total the amount **AM-WI** or TWTC has or would have properly charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed. Notwithstanding the foregoing, in cases involving any Claim for a Loss associated with the installation, provision, termination, maintenance, repair or restoration of an individual Network Element or a Resale Service provided for a specific End User of the other Party, the negligent or breaching Party's liability shall be limited to the greater of: (i) the total amount properly charged to the other Party for the service or function not performed or improperly performed, and (ii) the amount such negligent or breaching Party would have been liable to its End User if the comparable retail service was provided directly to its End User.

13.6 To the extent permitted by Applicable Law, a Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any service, product or function provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for: (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the applicable person for the service, product or function that gave rise to such Loss and (ii) any Consequential Damages (as defined in Section 13.3). To the extent a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability that such other Party included in its own tariffs at the time of such Loss.

13.7 **AM-WI** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **AM-WI**'s gross negligence or willful misconduct. **AM-WI** does not guarantee or make any warranty with respect to unbundled elements when used in an explosive atmosphere.

13.8 TWTC hereby releases **AM-WI** from any and all liability for damages due to errors or omissions in TWTC's End User listing information as provided by TWTC to **AM-WI** under this Agreement, including any errors or omissions occurring in TWTC's End User listing information as it appears in the White Pages directory, including, but not limited to, Consequential Damages, except to the extent caused by **AM-WI**'s own negligence or willful misconduct.

13.9 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

13.10 **REMEDIES.** Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

14. INDEMNITY

14.1 Except as otherwise provided herein or in specific appendices, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") by such Indemnifying Party, its agents, its end user, contractors, or others retained by such parties, in connection with the indemnifying provision of services or functions under this Agreement; provided, however, that: (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course and scope of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

14.2 Each Party, shall, to the maximum extent permitted by Applicable Law, provide in its tariffs and contracts with its End Users that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement that in no case shall either Party or any of its agents, contractors or others retained by such parties be liable to any End User for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable End User for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 13.3). In the event that a Party breaches its obligation under this Section, the breaching Party shall be liable to the non-breaching Party for any and all Losses resulting from such breach, including, without limitation, indemnification and/or reimbursement for Losses arising from claims from such breaching Party's End Users.

14.3 To the extent allowable by applicable law**,** TWTC agrees to indemnify, defend and hold harmless **AM-WI** from any Loss arising out of **AM-WI**'s provision of 911 services or out of TWTC's End Users' use of the 911 service, whether suffered, made, instituted, or asserted by TWTC or its End Users, including for any personal injury or death of any person or persons, except for Loss which is the direct result of **AM-WI**'s own negligence or willful misconduct.

14.4 Each Party shall be indemnified, defended and held harmless by the other Party against any Loss arising from a Party's disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision unbundled elements provided hereunder or all other claims arising out of any act or omission of the End User in the course of using services or functions provided pursuant to this Agreement.

14.5 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any Loss identified in this Section. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits or demands for which the Indemnifying Party may be responsible under this Agreement. The Indemnified Party shall cooperate in every reasonable way to facilitate defense or settlement. The Indemnifying Party shall have the right to control and conduct the defense and settlement of any action or claim subject to the consultation of the Indemnified Party. The Indemnifying Party shall not be responsible for any settlement unless the Indemnifying Party approved such settlement in advance and agrees to be bound by the settlement agreement.

14.6 Indemnification Procedures

14.6.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

14.6.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.

14.6.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

14.6.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

14.6.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

14.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party 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 Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

14.6.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

14.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

14.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.

15. PERFORMANCE MEASURES

15.1 The Commission's order, decision or findings regarding Performance Measures and associated remedies will be applied for failure to meet specified performance standards. **AM-WI** will apply the Commission's order, decision or findings, which shall constitute the sole obligation of **AM-WI** to pay damages or financial penalties for failure to meet specified performance standards or measures set forth in the Commission's order.

16. INTELLECTUAL PROPERTY

16.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

16.2 TWTC acknowledges that its right under this Agreement to Interconnect with **AM-WI**'s network and to unbundle and/or combine **AM-WI**'s Network Elements (including combining with TWTC'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 to Third Parties. TWTC understands that it is responsible for obtaining any Intellectual Property rights associated with each network element purchased from **AM-WI**, and further agrees to provide **AM-WI**, prior to using any such network element, with either: (1) a copy of the applicable Intellectual Property rights (or letter from the licenser attesting as such); or (2) an affidavit signed by TWTC attesting to the acquisition of any known and necessary Intellectual Property rights.

16.3 To the extent not prohibited by contract with the vendor of the network element sought by TWTC, **AM-WI** agrees to provide a list of the names of the vendors of all known and necessary Intellectual Property licenses applicable to the subject network elements(s) within seven days of a request for such a list by TWTC.

16.4 **AM-WI** agrees to use its best efforts to obtain for TWTC, under commercially reasonable terms, any necessary Intellectual Property rights to each unbundled network element necessary for TWTC to use such unbundled network element in the same manner as used by **AM-WI**. **AM-WI** shall have no obligation to attempt to obtain any Intellectual Property right(s) that would permit TWTC to use any unbundled network element in a different manner than used by **AM-WI**.

16.5 **AM-WI** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning TWTC'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 TWTC's network elements) in **AM-WI's** network or TWTC'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 **AM-WI** agrees herein to use its best efforts to obtain. In the event such an agreement is not forthcoming for a network element ordered by TWTC, the Parties commit to negotiate in good faith in an attempt to provision alternative elements or services that shall be equivalent to the element for which TWTC is unable to obtain such license or agreement.

16.6 All costs associated with the extension of Intellectual Property rights to TWTC as stated hereinabove, 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.

16.7 Each Party shall 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 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) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party for actual infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret, or any other intellectual property right now know or later developed to the extent that such claim or action arises from the actions of the respective Parties, or failure to act, as required pursuant to the Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply when an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, function, products, or services provided under this Agreement and no infringement would have occurred without such modifiction.

17. NOTICES

17.1 Subject to Section 17.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in 17.1.1, 17.1.2, or 17.1.3 of this Section 17.

17.1.5 Notices will be deemed given as of the earliest of:

17.1.5.1 the date of actual receipt,

17.1.5.2 the next Business Day when sent via express overnight delivery service,

17.1.5.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	**Time WarnerTelecom**	**AM-WI CONTACT**
NAME/TITLE	Tina Davis, VP & Deputy General Counsel cc: Pamela Sherwood Regulatory VP- Mid West Region 4625 West 86th Street Suite 500 Indianapolis, IN 46268 Fax: 317-713-8923	Contract Administration ATTN: Notices Manager
STREET ADDRESS	10475 Park Meadows Drive	311 S. Akard, 9th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Littleton, CO 80124	Dallas, TX 75202-5398
FACSIMILE NUMBER	303-566-1010	214-464-2006

17.1.7 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

17.2 **AM-WI**

17.2.1 **AM-WI** communicates official information to TWTC via its CLEC Online notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

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

19. NO LICENSE

19.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20. CONFIDENTIALITY

20.1 All information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" or "Proprietary" (**collectively "Proprietary Information"**) if :

20.1.1 Furnished or made available or otherwise disclosed by one Party (the **"Disclosing Party"**) or its agent, employee, representative or Affiliate to

the other Party (the **"Receiving Party"**) or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon;

20.1.2 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary;"; or

20.1.3 Communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) calendar days following such disclosure; and

20.1.4 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 20, 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"**).

20.2 Proprietary Information Shall be Held in Confidence

20.2.1 Each Receiving Party agrees that:

(a) all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

(b) it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;

(c) it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in

connection with the use or provision of any services required to fulfill this Agreement; and

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to an agent, employee, representative or Affiliate of the Receiving Party without the prior written authorization of the Receiving Party.

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 20.5 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

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

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

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

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

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

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

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

20.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 20.5.

20.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

20.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

20.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party’s compliance with this Section 20.4 with respect to all or part of such requirement.

20.4.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 20.4. In the absence of such relief, if the Receiving Party is legally

compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.5 Notwithstanding any of the foregoing, **AM-WI** shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to **AM-WI**'s activities under the Act and **AM-WI** need not provide prior written notice of such disclosure to TWTC if **AM-WI** has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

20.6 Return of Proprietary Information

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

20.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

20.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.

20.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

20.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

20.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing herein shall obligate either Party to disclose to the other Party any particular information.

20.10 The Parties agree that an impending or existing violation of any provision of this Section 20 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 20 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

21. INTERVENING LAW

21.1 This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Commission. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in this Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement.

If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge that on April 27, 2001, the FCC released its 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 "ISP Intercarrier Compensation Order.") By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, **AM-WI** does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by **AM-WI** the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions except as specifically set forth in Section 1 of the "Amendment to Time Warner Contracts Superseding Certain Compensation, Interconnection and Trunking Provisions", executed by the Parties April 30, 2001 and re-executed by the Parties concurrently with the execution of this Agreement. 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 decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

Pursuant to Paragraph 43 of the Merger Conditions approved by FCC Memorandum Opinion and Order released October 8, 1999 in CC Docket No. 98-141 "In re Applications of Ameritech Corp. and SBC Communications Inc. for Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act . . .," this Agreement is effective and available only in the State of Wisconsin because of

differences and limitations in regulatory, legal, technical, network and OSS attributes in other states.

21.2 The Parties acknowledge that pursuant to the Arbitrator's Order in: the Order issued October 12, 2000, BEFORE THE PUBLIC SERVICE COMMISSION OF WISCONSIN, Petition for Arbitration to Establish an Interconnection Agreement Between Two AT&T Subsidiaries, AT&T Communications of 05-MA-120, Wisconsin, Inc. and TCG Milwaukee, and Wisconsin Bell, Inc.(d/b/a Ameritech Wisconsin)that SBC's Multi-State language shall not be included in this Agreement and that this Agreement shall only include interconnection terms and conditions specific to Wisconsin and that the terms changed pursuant to the Arbitrator's Order ("Multi-State Terms") shall be considered to have been arbitrated and such Multi-State Terms will not be considered portable to another state pursuant to the SBC/Ameritech Merger Conditions.

22. GOVERNING LAW

22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Milwaukee, Wisconsin.

23. REGULATORY APPROVAL

23.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

23.2 Unless otherwise agreed, if the designated Party fails to file this Agreement with the appropriate Commission within sixty (60) days of both Parties' signatures, then this signed Agreement is null and no longer valid. In such event, the designated Party may not file this signed Agreement for approval unless it obtains the express written permission of the other Party. If the other Party objects to the filing of this signed Agreement following the expiration of the sixty (60) days referenced above, then either Party may initiate negotiations for a successor agreement under Section 251/252 of the Act. If negotiations are commenced by either Party, then the Parties will determine what rates, terms and conditions, if any, will apply until such time as a successor agreement is reached. In any event, upon approval of the successor

agreement by the Commission, the rates, terms and conditions of such successor agreement shall retroactively apply back to the expiration and/or effective termination date of the last Commission approved agreement between the Parties or the effective date of any interim agreement entered into between the Parties, whichever is earlier.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 **AM-WI**

24.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

24.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.

24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), **AM-WI** is free to reclaim the unbundled Network Element facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

24.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming)

at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the Commission.

25. COMPLIANCE AND CERTIFICATION

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

25.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

25.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

25.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

26. LAW ENFORCEMENT

26.1 **AM-WI** and TWTC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.1.1 Intercept Devices:

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

26.1.2. Subpoenas:

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

26.1.3 Emergencies:

26.1.3.1 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.

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

27.1 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 and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly

provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

29. ASSIGNMENT

29.1 TWTC may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of **AM-WI**, which may not be unreasonably withheld; provided that TWTC may assign or transfer this Agreement to its Affiliate by providing ninety (90) calendar days' prior written notice to **AM-WI** of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio.

29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by **AM-WI** pursuant to this Section 29, TWTC agrees that any change, modification or other activity required for **AM-WI** to accommodate or recognize the successor to or assignee of TWTC shall be a TWTC Change and shall be subject to Section 4.9.

29.3 If **AM-WI** directly or indirectly (including without limitation through a transfer of control or by operation of law) sells, exchanges, swaps, assigns, or transfers ownership or control of all or any portion of Ameritech's telephone operations (any such transaction, a "Transfer") to any purchaser, operator or other transferee (a "Transferee"), "AM-WI" must provide TWTC with at least ninety (90) calendar days prior written notice. **AM-WI** shall not engage in any Transfer unless the Transferee thereof shall agree in writing (in form and substance reasonably satisfactory to TWTC), for the benefit of TWTC**:**

(i) to be bound by all of **AM-WI**'s obligations in this Agreement with respect to the portion of Ameritech's telephone operations so transferred (the "Transferred Operations"), including but not limited to, any operating agreements, OSS, performance standards,

or ancillary or third party arrangements relating to the provision of services under this Agreement;

(ii) to ensure that the Transfer shall not have a material adverse impact on the operations or functionality of any of the Services provided under this Agreement to TWTC or its End Users to the extent that such impact would not have been permitted under this Agreement;

(iii) to waive any claim of rural exemption with respect to the Transferred Operations pursuant to Section 251 (f) of the Act or other applicable law; and

(iv) to engage in good faith negotiations with TWTC prior to the expiration of any interconnection agreement governing the Transferred Operations.

30. DELEGATION TO AFFILIATE

30.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

31. SUBCONTRACTING

31.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, 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.

31.2 Each Party will be solely responsible for payments due that Party's subcontractors.

31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

31.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will

provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

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

32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

32.1 Each Party will be solely responsible at it own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

32.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

32.1.2 listed by any governmental agency as a hazardous substance.

32.2 TWTC will in no event be liable to **AM-WI** for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that TWTC did not introduce to the affected work location. **AM-WI** will indemnify, defend (at TWTC's request) and hold TWTC and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:

32.2.1 Any environmental hazard that **AM-WI**, its contractors or agents introduce to the work locations, or

32.2.2 The presence or release of any environmental hazard for which **AM-WI** is responsible under Applicable Law.

32.3 **AM-WI** will in no event be liable to TWTC for any costs whatsoever resulting from the presence or release of any environmental hazard that **AM-WI** did not introduce to the affected work location. TWTC will indemnify, defend (at **AM-WI**'s request) and hold **AM-WI** and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:

32.3.1 any environmental hazard that TWTC, its contractors or agents introduce to the work locations, or

32.3.2 the presence or release of any environmental hazard for which TWTC is responsible under Applicable Law.

33. FORCE MAJEURE

33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a **"Force Majeure Event"**) or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

34. TAXES

34.1 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, Taxes shall be billed as a separate item on the invoice.

34.2 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. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

34.3 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.

34.4 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; 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.

34.5 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.

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

34.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, 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.

34.8 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. 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.

34.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 17 hereof.

35. NON-WAIVER

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

construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

36. NETWORK MAINTENANCE AND MANAGEMENT

36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.

36.2 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.

36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party’s network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

36.4 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 shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party’s End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

36.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that

interferes with or impairs service over any facilities of **AM-WI**, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

37.1 The Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between TWTC and **AM-WI**, the rates, terms, and conditions of Appendix SS7 will apply.

37.2 The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End Users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

38.1 TWTC will not send to **AM-WI** local traffic that is destined for the network of a Third Party unless TWTC has the authority to exchange traffic with that Third Party.

39. CUSTOMER INQUIRIES

39.1 Except as otherwise required by Section 24.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

39.2 Except as otherwise required by Section 24.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

39.2.1 Provide the number described in Section 39.1 to callers who inquire about

the other Party's services or products; and

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

39.3 Except as otherwise provided in this Agreement, TWTC shall be the primary point of contact for TWTC's End Users with respect to the services TWTC provides such End Users.

39.4 TWTC acknowledges that **AM-WI** may, upon End User request, provide services directly to such End User similar to those offered to TWTC under this Agreement.

40. EXPENSES

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

40.2 **AM-WI** and TWTC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

41. CONFLICT OF INTEREST

41.1 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 negotiation of this Agreement or any associated documents.

42. SURVIVAL

42.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 5.5; Section 5.6, Section 7.3; Section 8.1; Section 8.4; Section 8.5; Section 8.6; Section 8.7; Section 10, Section 11; Section 13; Section 14; Section 15; Section 16.1; Section 18; Section 19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

43. SCOPE OF AGREEMENT

43.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

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

44. AMENDMENTS AND MODIFICATIONS

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

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

45. IN-REGION MOST FAVORED NATIONS (MFN) BETWEEN SBC STATES

45.1 Subject to the conditions and limitations specified in Paragraph 43 of the SBC/Ameritech Merger Conditions[1], **AM-WI** shall make available to any requesting telecommunication carrier in the SBC/Ameritech Area within any SBC/Ameritech State any interconnection arrangement or UNE in the SBC/Ameritech Service Area within any other SBC/Ameritech state that (1) was negotiated with a telecommunications carrier, pursuant to 47 U.S.C. 252(a)(1), by **AM-WI** (that at all times during the interconnection agreement negotiations was

[1] *See* the FCC's Memorandum Opinion and Order approving the SBC/Ameritech Merger Conditions, *In re Applications of Ameritech Corp., Transferor and SBC Communications, Inc., Transferee, For Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95 and 101 of the Commission's Rules*, CC Docket 98-141, issued on October 8, 1999 ("FCC 99-279).

an **SBC**-owned ILEC) and (2) has been made available under an agreement to which **AM-WI** is a party.

45.2 The Parties acknowledge and agree that it may require additional time to implement an interconnection arrangement or UNE ported from one **SBC**-owned ILEC state to another **SBC**-owned ILEC state pursuant to Paragraph 43 of the SBC/Ameritech Merger Conditions. Thus, when TWTC exercises its option to adopt an interconnection arrangement or UNE in accordance with Paragraph 43 of the SBC/Ameritech Merger Conditions, the Parties shall meet within thirty (30) calendar days of Commission approval of the interconnection agreement or amendment containing such interconnection arrangement and/or UNE to agree upon an implementation schedule for such interconnection arrangement and/or UNE.

45.3 Paragraph 43 of the SBC/Ameritech Merger Conditions as well as this Section 45 shall expire the earliest of October 8, 2002 or the termination date outlined in section 5 of the General Terms and Conditions of this Agreement, whichever is earlier.

46. APPENDICES INCORPORATED BY REFERENCE

46.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

46.1.1 **AM-WI** shall provide to TWTC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix Structure Access, which is attached hereto and incorporated herein by reference.

46.2 COLLOCATION -- SECTION 251(c)(6)

46.2.1 Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.

46.3 DATABASE ACCESS

46.3.1 **AM-WI** shall provide to TWTC nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE, which is attached hereto and incorporated herein by reference.

46.4 DIALING PARITY -- SECTION 251(b)(3)

46.4.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

46.4.2 **AM-WI** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

46.5 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)(A),(B),(C); 47 CFR § 51.305(a)(1)

46.5.1 **AM-WI** shall provide to TWTC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is attached hereto and incorporated herein by reference.

46.6 NUMBER PORTABILITY -- SECTIONS 251(b)(2)

46.6.1 The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is attached hereto and incorporated herein by reference.

46.7 OTHER SERVICES

46.7.1 911 and E911 Services

46.7.1.1 **AM-WI** will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix 911, which is attached hereto and incorporated herein by reference.

46.7.1.2 The Parties agree that for any switch or application used to provide only data services, the following rules concerning 911 requirements apply:

46.7.1.2.1 Having represented and warranted to **AM-WI** that it will only transmit data services over a particular switch or application, TWTC agrees that it will not provide voice service to its End Users by means of such switch or application; and

46.7.1.2.2 TWTC understands and agrees that, should it decide to provide voice service, it is required to meet all applicable Commission 911 service requirements; and

46.7.1.2.3 TWTC agrees to begin implementing access to 911 sufficiently in advance of the planned implementation of voice service to meet its 911 requirements. TWTC understands that the steps it must take to fulfill its 911 obligation include, but are not limited to, obtaining NXX(s) from NECA for the exchange area(s) TWTC plans to serve, submission of the appropriate form(s) to **AM-WI**, and, following **AM-WI**'s processing of such form(s), obtaining approval from the appropriate PSAP(s) for the TWTC's 911 service architecture. TWTC further understands that PSAP approval may include testing 911 trunks with appropriate PSAP(s). TWTC understands that, based on **AM-WI**'s prior experience with TWTC implementation of 911, these steps require a minimum of sixty (60) days.

46.7.2 AIN

46.7.2.1 One or more of the ILECs making up **AM-WI** has deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture, methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by TWTC, and where technically feasible, **AM-WI** will provide TWTC with access to **AM-WI**'s Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

46.7.3 Directory Assistance (DA)

46.7.3.1 **AM-WI** will provide nondiscriminatory access to Directory Assistance services under the terms and conditions identified in the applicable Appendix DA, which is attached hereto and incorporated herein by reference.

46.7.4 Hosting

46.7.4.1 At TWTC's request, **AM-WI** shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from TWTC for distribution to the appropriate billing and/or processing location or for delivery to TWTC of such data via **AM-WI**'s internal network or the nationwide CMDS network pursuant to the applicable Appendix HOST, which is attached hereto and incorporated herein by reference.

46.7.5 Operator Services (OS)

46.7.5.1 **AM-WI** shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS, which is attached hereto and incorporated herein by reference.

46.7.6 Signaling System 7 Interconnection

46.7.6.1 At TWTC's request, **AM-WI** shall perform SS7 interconnection services for TWTC pursuant to the applicable Appendix SS7, which is attached hereto and incorporated herein by reference.

46.7.7 Publishing and Directory

46.7.7.1 **AM-WI** will make nondiscriminatory access to Publishing and Directory service available under the terms and conditions of the applicable Appendix White Pages, which are attached hereto and incorporated herein by reference.

46.7.8 RESALE--SECTIONS 251(b)(1)

46.7.8.1 **AM-WI** shall provide to TWTC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which is attached hereto and incorporated herein by reference.

46.7.9 TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC PURSUANT TO 251(c)(2)

46.7.9.1 **AM-WI** shall provide to TWTC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which is attached hereto and incorporated herein by reference.

46.7.10 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)(D); 252(d)(1) and (2); 47 CFR § 51.305(a)(5).

46.7.10.1 The applicable Appendix Compensation, which is attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the applicable Appendix ITR, which is attached hereto and incorporated herein by reference.

46.7.11 UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3)

46.7.11.1 Pursuant to the applicable Appendix UNE, which is attached hereto and incorporated herein by reference, **AM-WI** will provide TWTC access to Unbundled Network elements for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. TWTC agrees to provide access to its Network Elements to **AM-WI** under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

47. AUTHORITY

47.1 **AM-WI** represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation. **AM-WI** represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for **AM-WI**. **AM-WI** represents and warrants that it has full power and authority to perform its obligations hereunder.

47.2 TWTC represents and warrants that it is a legal entity duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. TWTC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

47.3 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.

48. COUNTERPARTS

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

49. ENTIRE AGREEMENT

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

Signatures

Time Warner Telecom of Wisconsin,L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings, Inc., its general partner

Signature:_____

Name:_____
(Print or Type)

Title:_____

Date:_____

AECN#7178
OCN# 7322
ACNA - TIM
(Facility Based – if applicable)

Wisconsin Bell Inc. d/b/a Ameritech Wisconsin, by SBC Telecommunications, Inc., its authorized agent

Signature:_____

Name:_____
(Print or Type)

Title: President - Industry Markets

Date:_____

APPENDIX 800

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APPENDIX 800
(Access To The Toll Free Calling Database)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database provided by **Ameritech-Wisconsin (AM-WI)** and TWTC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.

1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2. DESCRIPTION

2.1 **AM-WI**'s 800 database, an American National Standards Institute (ANSI) Signaling System 7 (SS7) call-related database system, receives updates processed from the national System Management System (SMS) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations (Resp Org) who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). **AM-WI** does not, either through a tariff or contract, provide Resp Org service.

2.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

2.3 Access to the Toll Free Calling Database allows TWTC to access **AM-WI**'s 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider)

to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).

2.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.

2.5 There are three optional features available with 800 service:

2.5.1 Designated 10-Digit Translation;

2.5.2 Call Validation; and

2.5.3 Call Handling and Destination.

2.5.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, **AM-WI** will deliver the designated 10-digit number.

2.5.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:

2.5.5.1 Time of Day

2.5.5.2 Day of Week

2.5.5.3 Day of Year

2.5.5.4 Allocation of Traffic by Percentage

2.5.5.5 NPA-NXX-XXXX

3. GENERAL TERMS AND CONDITIONS

3.1 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and Exchange Access Telecommunication Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the State regulatory Commission.

3.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.

3.3 TWTC shall address its queries to **AM-WI**'s database to the alias point code of the STP pair identified by **AM-WI**. TWTC's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. TWTC acknowledges that such subsystem number and translation type values are necessary for **AM-WI** to properly process queries to its 800 database.

3.4 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.

3.5 TWTC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **AM-WI**'s CCS/SS7 network and its 800 database. TWTC further agrees that **AM-WI**, at its sole discretion, may employ certain automatic and/or manual overload controls within **AM-WI**'s CCS/SS7 network to guard against these detrimental effects. **AM-WI** shall report to TWTC any instances where overload controls are invoked due to TWTC's CCS/SS7 network. TWTC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

3.6 During periods of 800 database system congestion, **AM-WI** shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of **AM-WI**'s 800 database. The automatic code gapping procedure used by **AM-WI** shall notify TWTC's switch of the gap length (how long TWTC's switch should wait before sending another query) and

the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell **AM-WI**'s 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of **AM-WI**'s 800 database. **AM-WI** reserves the right to manually invoke the automatic code gapping procedure to control congestion.

3.7 Prior to **AM-WI** initiating service under this Appendix, TWTC shall provide an initial forecast of busy hour query volumes. TWTC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever TWTC anticipates a change to existing forecasts. TWTC shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, **AM-WI**, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to TWTC, **AM-WI** shall notify TWTC of **AM-WI**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

3.8 TWTC shall from time to time at **AM-WI**'s request, provide additional forecasted information as deemed necessary by **AM-WI** for network planning in connection with this offering.

3.9 **AM-WI** shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE and Pacific Bell PUB L-780023-PB/NB and **SBC-AMERITECH** AM-TR-OAT-000069

3.10 TWTC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither TWTC nor carrier customers of TWTC, if TWTC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If TWTC acts on behalf of other carriers to access **AM-WI**'s Toll Free Calling Database, TWTC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by **AM-WI** after a query to **AM-WI**'s Toll Free Calling Database. TWTC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.

3.11 TWTC shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.

3.12 **AM-WI** shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for TWTC's activities on behalf of its local service customers where **AM-WI** is the incumbent local exchange carrier. TWTC agrees that any other use of **AM-WI**'s Toll Free Calling Database for the provision of 800 database service by TWTC will be pursuant to the terms, conditions, rates, and charges of **AM-WI**'s effective tariffs, as revised, for 800 database services.

3.13 Ordering and Billing Inquiries

3.13.1 Ordering and billing inquires for the elements described herein shall be directed to:

3.13.1.1 For **AM-WI** - the Local Service Center (LSC).

3.13.1.2 For **AM-WI** - the AIIS Service Center in Milwaukee, Wisconsin.

4. RATE REGULATIONS

4.1 TWTC shall pay a Local Service Order Request Charge for each TWTC request for service order activity to establish Access to the Toll Free Calling Database in the **AM-WI** region.

4.2 The prices at which **AM-WI** agrees to provide TWTC with Access to the Toll Free Calling Database are contained in the applicable Appendix PRICING and/or the applicable Commissioned ordered tariff where stated.

4.3 TWTC shall pay a nonrecurring charge when a TWTC establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information provided by TWTC's allowing other telecommunications providers to use TWTC's SS7 signaling network.

4.4 Rate Elements

There are four rate elements associated with Access to the Toll Free Calling Database:

4.4.1 Basic Toll Free Access Query Rate Element

4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in **AM-WI**)

4.4.3 Call Validation Rate Element

4.4.4 Call Handling and Destination Rate Element (referred to as Six-Digit Master Number List Turnaround Rate Element in 800 Database Vertical Feature in **AM-WI**).

4.5 TWTC shall pay the Basic Toll Free Access query rate for each query received and processed by **AM-WI**'s database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge; and shall also be paid by TWTC.

5. MONTHLY 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.

APPENDIX 800
EXHIBIT I

1. SPECIFICATIONS AND STANDARDS

	Description of Subject Area And Issuing Organization	Document Number
1.1		
1.1.1	Telcordia, SS7 Specifications	TR-NWT-000246
1.1.1.1		TR-NWT-000271
1.1.1.2		TR-NWT-000533
1.1.2	Telcordia, CCS Network Interface Specifications	TR-TSV-000905
1.1.2.1		TP 76638
1.1.2.2		TR-NWT-00095

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Physical Collocation provided by the applicable **SBC** Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.

2. DEFINITIONS

2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.2 **THIS SECTION INTENTIONALLY LEFT BLANK**.

2.3 **THIS SECTION INTENTIONALLY LEFT BLANK**.

2.4 **AM-WI** - As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.

2.5 **THIS SECTION INTENTIONALLY LEFT BLANK**.

2.6 **THIS SECTION INTENTIONALLY LEFT BLANK**.

2.7 **THIS SECTION INTENTIONALLY LEFT BLANK**.

2.8 **THIS SECTION INTENTIONALLY LEFT BLANK**.

2.9 **"Active Central Office Space"** denotes the existing, central office switch room space, which can be designated for physical collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete and unused equipment.

2.10 **"Adjacent Structure"** is a Collocator provided structure at **AM-WI**'s Premises 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.

2.11 **"Application Fee"** means the charge assessed by **AM-WI** to process the

Collocator's application for physical collocation requests.

2.12 **"Approved Vendor"** is a vendor who is qualified by **AM-WI** for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.

2.13 **"Augment"** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Physical Collocation arrangement.

2.14 **"Caged Physical Collocation"** is a cage or similar structure (not including a top) enclosing Collocator's Physical Collocation Space in which a Collocator may install its telecommunications equipment.

2.15 **"Cageless Physical Collocation"** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.

2.16 **"Collocation Interconnection Power Panel (CIPP)"** is a DC Power panel for Power termination. Two DC Power panels are available: (1) A DC power panel designed to provide either 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage; See also 9.6.5.

2.17 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **AM-WI** location, for purposes of Interconnection with **AM-WI** or access to Unbundled Network Elements (UNEs).

2.18 **"Delivery Date"** is the date, which **AM-WI** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.

2.19 **"Eligible Equipment"** is the equipment eligible for collocation as defined in Section 6 of this Appendix.

2.20 **"Eligible Structure"** is (1) an **AM-WI** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **AM-WI** that houses its network facilities, or (3) a structure that houses **AM-WI** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.21 **THIS SECTION INTENTIONALLY LEFT BLANK**.

2.22 **"Entrance Fiber Facility"** is an arrangement where a Collocator-provided single mode fire retardant dielectric fiber optic cable extends from the **AM-WI** designated manhole into the **AM-WI** Eligible Structure designated splice point. It is used as a

transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **AM-WI** Eligible Structure, if available.

2.23 **"Equipment"** means hardware that must use power, have electronics, and provide a Telecommunications Service. The equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. The Collocator may not collocate its equipment sub-components or piece-parts.

2.24 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.25 **"Infrastructure Systems"** include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.26 **"Interconnector's Collocation Services Handbook"** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in **AM-WI**, which is located on the SBC CLEC ONLINE Web-Site (https://clec.sbc.com/), as amended from time to time.

2.27 "**Non Standard Collocation Request (NSCR)**" in **AM-WI**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.28 **"Other Central Office Space"** denotes the space within the central office, which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.

2.29 **"Physical Collocation"** is as defined in Section 4 of this Appendix.

2.30 **"Physical Collocation Space"** is the space provided for the Collocator's physical collocation arrangement located within an **AM-WI** Eligible Structure.

2.31 **"Point of Termination (POT)"** denotes the point of demarcation, within an Eligible Structure at which the **AM-WI** responsibility for the provisioning of service ends.

2.32 **"Premises"** means **AM-WI**'s Eligible Structures and all land owned, leased or otherwise controlled by **AM-WI** that is adjacent to these Eligible Structures.

2.33 **"Project Management Fee"** reflects **AM-WI**'s labor costs to manage the provisioning of the individual Collocator's space requirements for a particular

Physical Collocation Space request. This fee is applicable upon the submission of an application.

2.34 **"Shared Physical Collocation Cage"** is a caged Physical Collocation Space that is shared by two or more Collocators within the **AM-WI**'s Eligible Structure.

2.35 **"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. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **AM-WI**'s Eligible Structures that such an arrangement is technically feasible.

2.36 **"Unbundled Network Element (UNE)"** is As Defined in the Act.

2.37 **"Unused Space"** is space within **AM-WI** Premises which is available for collocation (subject to technically feasibility, state and local safety and engineering requirements, third party property rights, and other requirements set forth in this Agreement) unless it is (a) physically occupied by non-obsolete and/or used equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by **AM-WI** or by another carrier or affiliate; or (f) essential for the administration and proper functioning of **AM-WI**'s Premises.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **AM-WI** will provide Physical Collocation to Collocator.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, **AM-WI** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **AM-WI**. To the extent that **AM-WI** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **AM-WI**.

3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the state certification requirements. The following shall apply:

3.2.2.1 If the Commission has not approved the ICA prior to completion of the build-out, **AM-WI** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received their state certification prior to completion of the build-out, **AM-WI** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their state certification or the Commission has not approved the Agreement by day one hundred eighty (180) calendar days after space turnover, then the Collocator forfeits all charges collected to date by **AM-WI** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.2.2.4 The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending Commission or FCC approval.

4. GENERAL OFFERINGS

4.1 Except where Physical Collocation is not practical for technical reasons or because of space limitations, **AM-WI** will provide Physical Collocation to Collocator for the purpose of interconnecting to **AM-WI** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **AM-WI** Unbundled Network Elements (“UNEs”) for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the Act. Physical Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the Act).

4.1.1 Caged Physical Collocation

4.1.1.1 In the **AM-WI**'s, Collocator may apply for Caged Physical Collocation in initial and subsequent increments of fifty (50) square feet. Space totaling less than fifty (50) square feet will be provided where technically feasible. The caged serving arrangement is an area designated by **AM-WI** within an Eligible Structure to be used by a Collocator for the sole purpose of installing, maintaining and operating Collocator provided equipment. **AM-WI** will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. **AM-WI** will prorate the charge for site conditioning and preparation undertaken to construct or condition the Physical Collocation Space so the first Collocator in an **AM-WI** Eligible Structure will not be responsible for the entire cost of site preparation.

4.1.1.2 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 **AM-WI**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **AM-WI**, 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.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, **AM-WI** shall provide Collocator Shared Caged Collocation in any Unused Space.

4.1.2.1.1 A Collocator may request that **AM-WI** 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"**). In each Shared

Caged Collocation arrangement, **AM-WI**'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. 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"**. 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.

4.1.2.1.2 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 **AM-WI** in a single application. 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 **AM-WI**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **AM-WI**, 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. **AM-WI** will prorate the Preparation Charges incurred by **AM-WI** 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%). **AM-WI** will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an **AM-WI** 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 **AM-WI** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **AM-WI** 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 or the applicable tariff 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 **AM-WI** 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).

4.1.2.1.3 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 Agreement. 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 Agreement and designates **AM-WI** 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 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 or the applicable tariff under which the Primary Collocator purchases collocation shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

4.1.2.1.4 The Primary Collocator represents and warrants to **AM-WI** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 6.1 of this Appendix and which is necessary to Interconnect with **AM-WI** or for access to **AM-WI**'s Unbundled Network Elements. **AM-WI** shall provide Collocator access to **AM-WI**'s Unbundled Network Elements and permit Collocator to interconnect its network with **AM-WI** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **AM-WI** shall have no obligation to provide Collocator's Resident Collocators access to **AM-WI**'s Unbundled Network Elements or **AM-WI**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with **AM-WI**.

4.1.2.1.5 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 **AM-WI** 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. **AM-WI** shall bill the new Primary Collocator any applicable charges to change **AM-WI**'s records and databases to reflect such new Primary Collocator.

4.1.3 Cageless Physical Collocation

4.1.3.1 Subject to technical feasibility and security requirements, **AM-WI** will allow Collocator to collocate in any Unused Space in **AM-WI's** Eligible Structure (eg. Central Office, CEV, Hut or Cabinet containing Telecommunications Equipment), without requiring the construction of a cage or similar structure, and without requiring

the creation of a separate entrance to Collocator's Physical Collocation Space. **AM-WI** will designate the space to be used for cageless collocation. **AM-WI** may require Collocator to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Collocator's use, and once inside the building, **AM-WI** must permit Collocator to have direct access to their equipment.

4.1.3.2 Collocator will install their own bay(s) by an **AM-WI** Approved Vendor. **AM-WI** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.1.3.3 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.1.3.4 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width and up to 36" in depth.

4.1.3.5 **AM-WI** prefers that the equipment mounted in the bay be flush mounted with the front of the bay; provided, however, in no event may the equipment be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.

4.1.3.6 **AM-WI** may not require Collocator to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to **AM-WI**'s network if technically feasible. **AM-WI** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **AM-WI** equipment in its own cage, and other reasonable security measures examples of which are described herein Section 13 of this Appendix. **AM-WI** must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in single bay increments. **AM-WI** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in an **AM-WI** Premise will not be responsible for the entire cost of site preparation. **AM-WI** will provide collocation space in CEV's, Huts or Cabinets in increments of "rack inches" (the amount of vertical rack space required to mount the Collocator's equipment including any space required for equipment separation and heat dissipation).

4.1.4 Adjacent Structure Collocation

4.1.4.1 When space is legitimately exhausted inside an **AM-WI** Eligible Structure, **AM-WI** will permit Collocator to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts or similar structures such as those used by **AM-WI** to house telecommunications equipment) located at **AM-WI**'s Premises to the extent technically feasible. **AM-WI** will permit Collocator or a third party to construct or otherwise procure such Adjacent Structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and **AM-WI**'s right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. **AM-WI** will allow the Collocator to provide equipment installed within the Adjacent Structure subject to all the requirements set forth in this Appendix. Collocator will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. **AM-WI** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. **AM-WI** will assign the location where the Adjacent Structure will be placed.

4.1.4.2 When requested, **AM-WI** will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 50 cable feet from the Central Office. When power requirements are beyond these office capacities and distance limitations, **AM-WI** will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with Collocator. At its option, Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **AM-WI** will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement

4.1.4.3 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, **AM-WI** will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead **AM-WI** will continue to

allow the Collocator to collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.

4.2 All requests for **"Other Physical Collocation"** arrangements or other Collocation services not contained in this Appendix will be considered on a case-by-case basis (ICB or NSCR). Other Physical Collocation arrangements or other Collocation services requested via an ICB or NSCR shall (i) be subject to the payment by TWTC of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and develop, provision and bill such Collocation method or service, (ii) be excluded from any provisioning intervals or performance measures contained in this Agreement, and (iii) require the Parties to reach written agreement on any rates, terms and conditions applicable to such ICB or NSCR within thirty (30) days after TWTC confirms its order pursuant to the ICB or NSCR. When a Collocator requests a particular Physical Collocation arrangement, the Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC, with a substantially similar network, has deployed such collocation arrangement in any incumbent LEC Physical Collocation Space. If **AM-WI** refuses to provide a Physical Collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.

4.3 The Collocator's **AM-WI** Approved Vendor will be permitted access to the **AM-WI** Main Distribution Frame and/or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **AM-WI** Approved Power Installation Vendor to install power cable(s) from the Collocator's Physical Collocation Space to the designated **AM-WI**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5.3 and 10.6 of this Appendix.

4.4 **AM-WI** shall permit Collocator to place its own connecting transmission facilities within **AM-WI**'s Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from **AM-WI**, subject to reasonable safety limitations.

4.5 **AM-WI** shall voluntarily permit the Collocator to provide, via installation by an **AM-WI** approved vendor, a direct connection between its collocated equipment in a Physical Collocation Space to its collocated equipment located within the same **AM-WI** Eligible Structure provided such Collocator has satisfied the statutory and contractual requirements for collocation in each instance. In addition, **AM-WI** shall permit the Collocator to provide, via installation by an **AM-WI** approved vendor, a direct connection between its collocated equipment and the collocated equipment of one or more separate telecommunications carriers collocated within the same **AM-WI**

Premises provided that Collocator and each such carrier has satisfied the statutory and contractual requirements to qualify for collocation. Where technically feasible, a connection may be made using copper cable, dark fiber, lit fiber, or such other transmission medium (media) mutually agreed to by SBC and collocators in writing. A collocation application listing a different medium (media) for a connection, even if accepted by **AM-WI**, shall not constitute such a writing. A Collocator's request for a connection using other transmission medium (media) shall be submitted via the NSCR/ICB procedure.

4.5.1 **AM-WI** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such connections. Such connections and their installation shall be subject to the same reasonable safety requirements that **AM-WI** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **AM-WI**.

5. SPACE AVAILABILITY AND ASSIGNMENT

5.1 At the request of Collocator, **AM-WI** will provide space for Physical Collocation as described above. **AM-WI** is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, **AM-WI** will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where **AM-WI** proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, **AM-WI** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 **AM-WI** will provide physical collocation arrangements in Eligible Structures and on its Premises on a “first-come, first-served” basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by **AM-WI**. **AM-WI** will notify Collocator as to whether its request for space is been 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 **AM-WI** determines that Collocator's Physical Collocation Application is unacceptable; **AM-WI** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **AM-WI** 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, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

5.2.1 When space for Physical Collocation in a particular Eligible Structure is not available, **AM-WI** shall place Collocator on the waiting list for collocation in a particular Eligible Structure according to the date Collocator submitted its application for Physical Collocation in that Eligible Structure.

5.3 If **AM-WI** contends that space for Physical Collocation is not available in an Eligible Structure, **AM-WI** must allow Collocator to tour the entire central office or other Eligible Structure in question, without charge and within ten (10) calendar from the receipt of **AM-WI**'s denial of space notification or such later date as mutually agreed by the parties. Prior to taking a tour, each representative must execute and deliver to **AM-WI** a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an **AM-WI**'s Eligible Structure.

5.3.1 If Collocator disputes **AM-WI**'s determination, Collocator can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by **AM-WI** and the Collocator. The third party engineer shall take into consideration **AM-WI**'s planned use for the Eligible Structure under review and, to the extent it can review Collocator space and how it is used.

5.3.2 If **AM-WI** denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, **AM-WI** shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, **AM-WI** or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

5.4 **AM-WI** will maintain a publicly available document, posted for viewing on **AM-WI**'s CLEC ONLINE Web-site, indicating all Eligible Structures that are full, and will update such a document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation Space.

5.5 Upon receipt of a written request, **AM-WI** will submit to the Collocator within ten

(10) calendar days of the submission of the request a report describing in detail the space that is available for collocation in a particular **AM-WI** Premises. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the use of the space since the last report. This report will also include measures that **AM-WI** is taking to make additional space additional space available for collocation. **AM-WI** will provide a report for two (2) to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should the Collocator submit more than twenty (20) requests at once, **AM-WI** will provide the information on a scheduled basis of ten (10) additional offices for every ten (10) business days.

5.5.1 In **AM-WI**, reports shall be ordered via the Collocation order form on **SBC**'s CLEC ONLINE Web-site and shall specifically identify the CLLI code of each Premises for which a report is ordered.

5.5.2 **AM-WI** shall recover costs for the implementation of these reporting measures in a reasonable manner.

5.5.3 **AM-WI** shall permit a Collocator to submit Physical Collocation Space preferences prior to **AM-WI** assigning the carrier's space. Such preference shall be indicated on the Collocator's Physical Collocation application.

5.6 **AM-WI** is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, **AM-WI** is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. **AM-WI** and Collocator shall not unreasonably warehouse forecasted space.

5.7 To the extent possible, **AM-WI** will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement and such request meets **AM-WI**'s non-discriminatory practices regarding efficient space utilization.

5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, **AM-WI** will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide **AM-WI** with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.

5.9 **AM-WI** may retain a limited amount of floor space for **AM-WI**'s own specific future uses; provided, however that neither **AM-WI** nor any of its affiliates may

reserve space for future use for like equipment on terms more favorable than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, **AM-WI** will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless **AM-WI** proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, **AM-WI** and the Collocator will attempt to reach a mutually agreeable alternative method of interconnection.

5.10 At the request of the Commission or Collocator, **AM-WI** shall remove any obsolete and unused equipment (e.g., retired in-place") from its Eligible Structures. **AM-WI** shall be permitted to recover the cost of removal and/or relocation of such equipment if **AM-WI** incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

5.11 **AM-WI** may impose reasonable restrictions on its provision of additional Unused Space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that **AM-WI** shall not set a maximum space limitation on Collocator unless **AM-WI** proves to the Commission that space constraints make such restrictions necessary.

5.12 Notwithstanding anything contrary in this Agreement, **AM-WI** maintains ultimate authority to assign and configure space for Physical Collocation within its Premises. **AM-WI** will assign Physical Collocation Space on rates, terms and conditions that are just, reasonable, and nondiscriminatory. **AM-WI**'s space assignment will not (i) materially increase a Collocator's collocation costs or materially delay a Collocator's occupation and use of the **AM-WI**'s Premises, unless required by operational constraints unrelated to competitive concerns, or (ii) reduce unreasonably the total space available for physical collocation or preclude unreasonably Physical Collocation within **AM-WI**'s Premises. In addition, **AM-WI** will not assign Physical Collocation Space that will discriminatorily impair the quality of service or impose other material limitations on the service Collocator wishes to offer.

5.13 **AM-WI** may restrict Physical Collocation to space separated from space housing **AM-WI's** Equipment, provided that each of the following conditions is met:

(1) Either legitimate security concerns, or operational constraints unrelated to **AM-WI's** or any of its Affiliates' or subsidiaries competitive concerns, warrant such separation;

(2) Any Physical Collocation Space assigned to an Affiliate or subsidiary of **AM-WI** is separate from space housing **AM-WI's** equipment;
(3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space;

(4) The cost of the separate space to Collocator will not be materially higher than the cost of non-separated space; and

(5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

5.14 **AM-WI** may require the employees and contractors of Collocator to use a central or separate entrance to the **AM-WI** Premises; provided, however, that where **AM-WI** requires that the employees or contractors of Collocator access collocated Equipment only through a separate entrance, employees and contractors of the **AM-WI**'s Affiliates and Subsidiaries will be subject to the same restriction.

5.15 **AM-WI** may construct or require the construction of a separate entrance to access Physical Collocation Space, provided that each of the following conditions is met:

(1) Construction of a separate entrance is technically feasible;

(2) Either legitimate security concerns, or operational constraints unrelated to **AM-WI's** or any of its Affiliates' or Subsidiaries competitive concerns, warrant such separation;

(3) Construction of a separate entrance will not artificially delay collocation provisioning; and

(4) Construction of a separate entrance will not materially increase Collocator's costs.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 **AM-WI** will allow Equipment to be collocated only if (1) it is "necessary" for interconnection to the **AM-WI**'s network for the transmission and routing of telephone exchange service or exchange access, or for access to **AM-WI**'s unbundled network elements ("UNEs") for the provision of a Telecommunications Service, under all the standards and requirements addressed in this Section 6, or (2) **AM-WI** voluntarily decides to allow the Equipment to be collocated on a non-discriminatory basis.

6.2 For purposes of this Section 6, Equipment is considered "necessary" as follows:

(1) Equipment is considered necessary for Interconnection if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude the

Collocator from obtaining interconnection with **AM-WI** at a level equal in quality to that which **AM-WI** obtains within its own network or **AM-WI** provides to any Affiliate, subsidiary, or other party.

(2) Equipment is considered necessary for access to a UNE if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude Collocator from obtaining nondiscriminatory access to that UNE, including any of its features, functions, or capabilities.

6.3 Subject to the requirements of Section 6, "Stand-alone Function" Equipment that may be collocated include:

(1) transmission equipment that is optical terminating equipment or a multiplexer

(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.

(3) Equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. "Advanced Services Equipment" is defined as, and limited to, the following equipment: DSLAMs or functionally equivalent equipment; spectrum splitters that are used solely in the provision of Advanced Services; packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; modems used in the provision of packetized data; and DACS frames used only in the provision of Advanced Services.

(4) Optical Concentrator Devices ("OCDs") or functionally equivalent Equipment used to provide Advanced Services.

(5) remote switch modules ("RSMs") used in conjunction, via an umbilical, with host switches located in different TWTC locations.

6.4 **AM-WI** may, at its option on a non-discriminatory basis, deny collocation of any of the above, or any other, Equipment if collocation of that Equipment would burden **AM-WI**'s property interests and alternative Equipment not imposing such a burden is practically, economically, and operationally available to obtain interconnection or access to UNEs consistent with sections 251(c)(2) and 251(c)(3) of the Act. For **AM-WI** to consider whether a request avoids such burden, TWTC must provide all information needed by **AM-WI** concerning the equipment or facilities in question, including without limitation its size (height, width, and depth) and its requirements for power, heat, ventilation, and air conditioning, and other resources. In addition, in order for **AM-WI** to determine whether or not Equipment meets the "necessary" standard, TWTC must provide information establishing how it intends to use the equipment for interconnection with **AM-WI**'s network for the transmission and

routing of telephone exchange service and exchange access and/or for access to **AM-WI**'s UNEs for the provision of a Telecommunications Service. For this purpose, TWTC must identify what it intends to interconnect the Equipment to and/or what it intends to use the Equipment to access and must identify the services it intends to use the Equipment to provide. To qualify for collocation, any of the above Equipment that is used for switching or routing must be (1) "necessary" under the standards set forth above for access to a **AM-WI** UNE sub-loop and (2) used solely for that purpose unless it also meets the requirements set forth below for collocating "Multi-functional Equipment." Equipment excluded from collocation in any other sub-section of this Section 6 also would be excluded as "stand-alone function" Equipment. **AM-WI** will make determinations on a request-by-request basis of whether or not Equipment meets these standards in order to be permitted, or whether or not Equipment will be voluntarily permitted. Moreover, if TWTC seeks to collocate a switch, TWTC must provide information establishing whether the switch is a packet switch, a circuit switch, or a combination. If the switch is a circuit switch or a combination, TWTC must provide information establishing whether or not the switch is used in conjunction, via an umbilical, with host switches located in different TWTC locations.

6.5 **AM-WI** will not allow collocation of, among other Equipment, traditional, circuit switches or enhanced/information services Equipment. For purposes of this section, "traditional, circuit switch" is defined as any Equipment that performs circuit switching independently of other switches or switching systems and does not meet the requirements set forth below for collocating "Multi-functional Equipment." "Traditional circuit switches" include, but are not limited to, the following examples of equipment when such equipment does not meet such requirements: (1) equipment with circuit switching capabilities included in 47 CFR section 51.319(c) which defines "local circuit switching capability" and "local tandem switching capability;" (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; and Siemens EWSD. For purposes of this Section 6, "enhanced services" are defined as in 47 CFR section 64.702, and "information services" are defined as in section 3(20) of the Act.

6.6 For purposes of this Section 6, "Multi-functional Equipment" is defined as Equipment that combines one or more functions that are necessary for interconnection or access to UNEs with one or more functions that would not meet that standard as stand-alone functions ("Unnecessary Functions"). **AM-WI** will permit the collocation of Multi-functional Equipment if and only if the primary purpose and function of the Equipment, as the Collocator seeks to deploy it, meets all the requirements set forth Section 6.3 above for either interconnection or access to UNEs. For a piece of Multi-functional Equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more UNEs, there also must be a logical nexus between the additional functions the Equipment would perform and the

telecommunication services which the Collocator seeks to provide to its customers by means of the interconnection or UNE. The additional functions must aid in the actual transmission or routing of telephone exchange service and exchange access used with interconnection, or in the actual provision of the telecommunications service used with access to UNEs, in the manner that TWTC intends to provide such services. For example, **AM-WI** will not allow collocation of certain Equipment including, without limitation, Equipment used to provide payroll processing, data collection, billing, or Equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, or other operation support systems, or other Equipment that does not provide telecommunications services. Collocator may not collocate Multi-Functional Equipment that has Unnecessary Functions which significantly increases the burden on **AM-WI**'s property interests. For example, the additional functions must not require reconfiguration of the outer boundaries of TWTC's collocation space, increased floor support, or upgrades to power, air conditioning, heating, or similar plant. **AM-WI** also will consider other potential burdens on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6. For **AM-WI** to make these considerations, TWTC must provide, without limitation, the information described in Section 6.4.

6.7 Ancillary Equipment or facilities do not provide telecommunications services and are not "necessary" for interconnection or access to unbundled network elements. **AM-WI** voluntarily allows the Collocator to place in its Physical Collocation space certain ancillary Equipment or facilities solely to support and be used with Equipment that the Collocator has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, portable test equipment, equipment racks and bays, and potential other ancillary equipment or facilities may be placed in **AM-WI**'s premises, on a non-discriminatory basis, only if **AM-WI** agrees to such placement.

6.8 Collocator may not collocate certain equipment, facilities, or hardware which duplicate equipment, facilities or hardware used, and functions performed, by **AM-WI** as part of its provision of infrastructure systems for collocation. Such equipment, facilities or hardware include, without limitation, Battery Distribution Fuse Bays, air conditioners, heaters, or bulk power plants. These and other types of equipment, facilities or hardware that do not provide Telecommunications Services may not be collocated.

6.9 **AM-WI** will consider other equipment that provides a Telecommunications Service on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6.

6.10 **AM-WI** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.11 All types of equipment placed in **AM-WI** Eligible Structures or on its Premises by Collocators must meet the **AM-WI** minimum safety standards. The minimum safety

standards are as follows: (1) equipment complying with **AM-WI** LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and also contains Level 1 safety requirements except in Texas and any other state that has adopted the same approach as Texas, where 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 **AM-WI**) prior to January 1, 1998 with no known history of safety problems.

6.12 **AM-WI** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **AM-WI** applies to its own network equipment. **AM-WI** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.13 In the event that **AM-WI** denies Collocation of Collocator's equipment, citing minimum safety standards, **AM-WI** will provide within five (5) business days of Collocator's written request to **AM-WI** representative(s), a list of **AM-WI** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **AM-WI** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

6.14 In the event Collocator submits an application requesting collocation of certain equipment and **AM-WI** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **AM-WI**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **AM-WI** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **AM-WI**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **AM-WI** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. PHYSICAL COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

For each Physical Collocation request, Collocator must submit a separate Physical Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to physically collocate equipment in a new Physical Collocation Space, (ii) a request to Augment an existing Physical Collocation Space, (iii) a request for direct cabling within an Eligible Structure, (iv) a request to partially disconnect and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (v) a request to complete disconnect and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (vi) an ICB or NSCR, and (vii) specified revisions to Collocation Applications. A copy of the Physical Collocation Application may be obtained from the **AM-WI** Collocation Services Account Manager or from the SBC CLEC ONLINE Web-Site.

7.2 **AM-WI** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space, using the same or consistent practices that are used by **AM-WI** for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - Collocator shall pay **AM-WI** all associated non-recurring and recurring charges per month for use of the Physical Collocation Space. These charges may be generated on an ICB/NSCR basis or may be contained in the state specific Appendix Pricing. The recurring monthly charges for each Physical Collocation Space shall stay fixed for the term of this Appendix unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

7.3.1 An ICB/NSCR quote is prepared by **AM-WI** to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space, Augment, or Collocation services where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.

7.4 Collocator shall pay its proportionate share of any reasonable security arrangements **AM-WI** employs to protect **AM-WI** equipment and ensure network reliability.

7.5 Payment of Preparation - Prior to any obligation on **AM-WI** to start any preparation of the Physical Collocation Space, Collocator shall pay **AM-WI** fifty percent (50%)

of the Preparation Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator.

7.6 Occupancy Conditioned on Payment - **AM-WI** shall not permit Collocator to have access to the Physical Collocation Space for any purpose other than inspection during construction of Collocator's Physical Collocation Space until **AM-WI** is in receipt of complete payment of the Preparation Charge and any Custom Work charges.

7.7 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **AM-WI** has begun preparation of the Physical Collocation Space but before **AM-WI** has been paid the entire amounts due under this Appendix, then in addition to any other remedies that **AM-WI** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. 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.

7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **AM-WI**'s intrastate tariff late payment provision(s) applicable to access services for the State in which the Physical Collocation Space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.

7.10 The monthly recurring charge(s) shall begin to apply, no later than five (5) calendar days from the date that **AM-WI** made the Physical Collocation Space available to the Collocator, Physical Collocation Space regardless of any failure by Collocators to complete its work. The fact that **AM-WI** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.

7.11 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR) in **AM-WI**.

8. USE OF PHYSICAL COLLOCATION SPACE

8.1 **AM-WI** shall ensure that the Physical Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged

by **AM-WI** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8.2 Restroom access and parking will be provided on a reasonable basis in **AM-WI**.

8.3 A list of all Collocator equipment that will be placed within the Physical Collocation Space shall be set forth on the Collocator's Physical Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Physical Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **AM-WI** Approved Vendor shall not place or leave any other equipment or facilities within the Physical Collocation Space without the express written consent of **AM-WI**.

8.4 In the event that subsequent to the submission of the Physical Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Physical Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation Application, Collocator shall furnish to **AM-WI** a new Physical Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **AM-WI** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **AM-WI** and Collocator of a final list and description and receipt by **AM-WI** of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

8.5 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **AM-WI** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.

8.6 Operation of any equipment, facilities or any other item placed in the Physical Collocation Space shall not interfere with or impair service over **AM-WI** network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Physical Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Physical Collocation Space or the Eligible

Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.7 In no case shall the Collocator's **AM-WI** Approved Vendor or any person or entity purporting to be acting through or on behalf of the Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Physical Collocation Space the Eligible Structure or the Adjacent Structure without the advance written permission or direction of **AM-WI**. **AM-WI** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **AM-WI** shall have the right to reject or modify any such request. If **AM-WI** performs any such construction, and the associated cost shall be paid by Collocator in accordance with **AM-WI** then-standard custom work order process, ICB or NSCR.

9. COLLOCATOR RESPONSIBILITIES

9.1 Consistent with the nature of the Eligible Structure, the Adjacent Structure and the environment of the Physical Collocation Space, Collocator shall not use the Physical Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the Eligible Structure, on the grounds surrounding the building, or on the Adjacent Structure.

9.2 Collocator represents and warrants that each item of Collocator's Equipment meets **AM-WI** minimum safety standards and are compliant with the other requirements set forth in this Appendix. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO **AM-WI** IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

9.3 Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **AM-WI** Main Distribution Frame and/or interconnection points by Collocator's **AM-WI** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5.3 of this Appendix.

9.4 Procurement and installation of power cable(s) by Collocator's **AM-WI** Approved Power Installation Vendor from the Physical Collocation Space to the designated **AM-WI**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.

9.5 Collocator's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that Collocator's employees, agents and contractors comply with **AM-WI**'s policies and practices pertaining to fire,

safety and security. Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.

9.6 Collocator is solely responsible for the design, engineering, installation, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the **AM-WI**:

9.6.1 Its fiber optic cable(s);

9.6.2 Its Collocator Telecom Equipment;

9.6.3 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's Physical Collocation Space; and

9.6.4 The connection cable and associated equipment which may be required within Collocator's Physical Collocation Space to the point(s) of termination of that cable within Collocator's Physical Collocation Space.

9.6.5 **AM-WI** requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from **AM-WI**'s BDFB. No CIPP is required for 20, 40 or 50 amp arrangements, which are served from **AM-WI**'s BDFB. The CIPPs are designed to provide 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP76200MP Level 1 requirements.

9.7 Collocator will, whenever possible, place their telecom equipment in the Physical Collocation Space within ninety (90) calendar days of Delivery Date. Collocator must interconnect to **AM-WI**'s network or gain access to **AM-WI**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **AM-WI** may, upon written notice, terminate that Physical Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under this Appendix for the terminated arrangement and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator Telecom Equipment is considered to be interconnected when physically connected to **AM-**

WI's network or a **AM-WI** unbundled network element for the purpose of Collocator providing a telecommunications service.

9.8 Orders for additional space will not be accepted until the existing Collocator's Physical Collocation Space in the requested Eligible Structure, is "efficiently used." Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DSO, DS1, Fiber, etc.) in the requested Eligible Structure is "efficiently use."

9.8.1 For purposes of this Appendix, "efficiently used" space means the Collocator is utilizing between sixty percent (60%) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged and/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 **AM-WI**.

9.8.2 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 purpose of interconnecting to **AM-WI** 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 **AM-WI**.

9.9 Subject to the limitations and restrictions of this Appendix, Collocator may place or install in or on the Physical Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Physical Collocation Space as described above. Personal property, fixtures and unpowered facilities placed by Collocator in the Physical Collocation Space shall not become a part of the Physical Collocation Space, even if nailed, screwed or otherwise fastened to the Physical Collocation Space, but shall retain their status as personal property and may be removed by Collocator at any time. Any damage caused to the Physical Collocation Space by the removal of such property shall be repaired at Collocator's expense.

9.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 9.10.1, 9.10.2, 9.10.3, and 9.10.4. Collocator shall strictly observe and abide by each in **AM-WI**.

9.10.1 **SBC's** TP76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;

9.10.2 **SBC**'s most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.

9.10.3 **SBC's** TP76300MP, standards and requirements for equipment and facilities installations, and any successor document(s) within **AM-WI** central offices and may be modified from time to time.

9.10.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation Application or that subsequently become effective and then when effective.

10. COOPERATIVE RESPONSIBILITIES

10.1 **AM-WI** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space using the same or consistent practices that are used by **AM-WI** for other construction and preparation work performed in the Eligible Structure. **AM-WI** will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by **AM-WI**, provided that **AM-WI** will not unreasonably withhold approval of contractors.

10.2 **AM-WI** will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator Telecom Equipment (*e.g.*, **AM-WI** shall not require Collocator to use **AM-WI**'s internal engineering or installation work forces for the engineering and installation of the Collocator Telecom Equipment). Installation of the Collocator Telecom Equipment in the Physical Collocation Space must nevertheless comply with **SBC's** TP76300MP. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or **AM-WI**'s Premises and the Physical Collocation Space for Collocator contractors is provided submit to the same requirements as the Collocator.

10.2.1 In **AM-WI**, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on SBC's CLEC ONLINE Web-Site.

10.3 If the Interconnector's Collocation Services Handbook, SBC's CLEC ONLINE Web-Site or the **SBC's** TP76200MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Physical Collocation arrangement, **AM-WI** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective

and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **AM-WI**.

10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, **SBC's** CLEC ONLINE Web-Site, **SBC's** TP76300MP, and the TP76200MP in **AM-WI**.

10.5 **AM-WI** shall provide an interconnection point or points, physically accessible by both **AM-WI** and Collocator (typically a **AM-WI** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **AM-WI** will designate interconnection points as close as reasonably possible to the Eligible Structure. **AM-WI** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **AM-WI**'s cable facilities and at which space is available for new facilities in at least two of those entry points. Collocator shall use a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.

10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **AM-WI**, and for leaving sufficient cable length to fully extend the fiber optic cable to the Collocator's assigned space within the Eligible Structure. Under **AM-WI** observation, the Collocator's **AM-WI** Approved Vendor will fully extend such Collocator-provided cable per the **SBC's** TP76300MP to the Collocator's assigned Physical Collocation Space. Coordination for placement of entrance cable facilities must be scheduled with **AM-WI**'s designated Outside Plant Engineer and must obtain an approved Method of Procedures (MOP) from **AM-WI**.

10.5.2 **AM-WI** will permit interconnection of copper or coaxial cable only if first approved by the Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.

10.5.3 **AM-WI** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **AM-WI** Main Distribution Frame and/or its equivalent will be installed by the Collocator's **AM-WI** Approved Vendor. The Collocator's **AM-WI** Approved Vendor must obtain an approved Method of Procedures (MOP) from **AM-WI** and follow the **AM-WI**'s standards and requirements for installation of equipment and facilities. **AM-WI** will install and stencil the termination blocks or panels at **AM-WI**'s Main Distribution Frame and/or

its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

10.6 Unless otherwise expressly agreed in writing, **AM-WI** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the power and **AM-WI**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **AM-WI**'s substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **AM-WI**'s is based on demand management. **AM-WI** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **AM-WI** Approved Power Installation Vendor will install the power cable(s) from the Physical Collocation Space to **AM-WI**'s dedicated termination points on the Battery Distribution Fuse Bay (BDFB. When the **AM-WI**'s designated power termination point(s) is at the **AM-WI**'s Power Plant Primary Distribution, the Collocator's **AM-WI** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **AM-WI** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **AM-WI**'s Power Plant Primary Distribution, which will be performed by **AM-WI**. The Collocator's **AM-WI** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **AM-WI** and follow the **SBC's** TP76300MP.

10.7 **AM-WI** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **AM-WI** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **AM-WI** under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.

10.9 Collocator and **AM-WI** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.10 **AM-WI** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.11 **AM-WI** agrees to make, at its expense, all changes and additions to the Eligible Structure 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 Physical Collocation Space.

10.12 Collocator and **AM-WI** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

10.13 In **AM-WI**, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.

10.14 In the event **AM-WI** determines it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **AM-WI**, including condemnation or government order or regulation that makes the continued occupancy of the Physical Collocation Space or Eligible Structure too costly in **AM-WI**'s sole judgment, Collocator shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise **AM-WI** shall be responsible for any reasonable preparation costs.

10.14.1 In the event that a Collocator requests that the Physical Collocation Space be moved within the **AM-WI** Eligible Structure or to another Eligible Structure, **AM-WI** shall permit the Collocator to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.

10.15 In the event the Collocator cancels its order after **AM-WI** has begun preparation of the Physical Collocation Space, but before **AM-WI** has been paid the entire amount due under this Agreement, then in addition to other remedies that **AM-WI** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. 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. **AM-WI** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Physical Collocation request.

10.16 Collocator may discontinue or terminate a Physical Collocation Arrangement on not less than thirty (30) days advance notice to **AM-WI** by submitting a complete and accurate Physical Collocation Application plus applicable fees. Upon the discontinuance or termination of a Physical Collocation arrangement, the Collocator shall pay to **AM-WI** all costs associated with returning the Physical Collocation Space to **AM-WI** in the same condition as when **AM-WI** first began any construction work on such space on behalf of Collocator. Such costs include, but are not limited to, costs associated with removal by **AM-WI** of facilities, cabling and cages.

10.17 Upon discontinuance or termination of the Physical Collocation arrangement, the Collocator will work cooperatively with **AM-WI** to remove the Collocator's equipment from **AM-WI** 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. **AM-WI** is not responsible for and will not guarantee the condition of such equipment if removed by Collocator or an **AM-WI** vendor hired by Collocator. Collocator shall indemnify and hold **AM-WI** harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator's physically collocated equipment must be made within thirty (30) calendar days of **AM-WI** receipt of Collocator's Physical Collocation Application to terminate the Physical Collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **AM-WI** has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. **AM-WI** shall have no responsibility for damage done to such removed equipment caused by **AM-WI** or its contractors during the removal process. Collocator will indemnify and hold **AM-WI** harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if **AM-WI** removes Collocator's equipment. Any equipment not removed in this time frame may be removed by **AM-WI** and stored in a non- **AM-WI** location, at the expense of the Collocator.

10.18 Upon termination of the Physical Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Physical Collocation. If the entrance cable(s) is not scheduled and removed within thirty (30) calendar days after discontinuance of use, **AM-WI** may arrange for the removal, and the Collocator will

be responsible for any charges incurred to remove the cable as set forth in Section 10.19 below. **AM-WI** 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 **AM-WI** instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.19 If Collocator fails to remove its equipment and facilities from the Physical Collocation Space within thirty (30) calendar days after discontinuance of use, **AM-WI** may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **AM-WI** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **AM-WI**.

10.20 Other than the security restrictions described herein, **AM-WI** shall place no restriction on access to Collocator's central office Physical Collocation Space by Collocator's employees and designated agents. Such space shall be available to Collocator designated agents twenty-four (24) hours per day each day of the week. **AM-WI** will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.

10.21 Demarcation Point – **AM-WI** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between Collocator's network and **AM-WI**'s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. Collocator is responsible for coordinating with **AM-WI** to ensure that services are installed in accordance with a service request.

10.22 Collocator is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Physical Collocation Space, or to any piece of Collocator Telecom Equipment, or any other Collocator-provided facility or piece of equipment. If **AM-WI** testing is also required, it will be provided at applicable charges.

11. TESTING AND ACCEPTANCE

11.1 Collocator and **AM-WI** will complete an acceptance walk-through of the Physical Collocation Space prior to **AM-WI** turning the Physical Collocation Space over to Collocator. Exceptions that are noted during this acceptance walk-through shall be corrected by **AM-WI** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Physical Collocation request shall be at **AM-WI**'s expense.

11.2 Once the Collocator's equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **AM-WI** approved installation contractor, **AM-WI**, and/or **AM-WI** vendor.

11.3 All installations of equipment must be in accordance with the **SBC**'s TP76300MP and subject to review by an **AM-WI** maintenance engineer for compliance. Should **AM-WI** maintenance engineer determine during their review audit that the installation is not compliant with specifications, the Collocator or it's **AM-WI** Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.

11.4 Collocator shall be responsible for coordination with its **AM-WI** Approved Vendor to be at the site for acceptance testing.

11.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs from **AM-WI** to be connected to their equipment.

12. DELIVERY INTERVALS

12.1 The construction interval relates to the period in which **AM-WI** shall construct and turnover to the Collocator the requested Physical Collocation Space. The delivery interval begins on the date **AM-WI** receives an accurate and complete Physical Collocation Application from the Collocator. The delivery interval ends on the date **AM-WI** is ready to turnover the Physical Collocation Space to the Collocator ("Delivery Date"). The Collocator must provide **AM-WI**, 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 **AM-WI** has received such response and payment. If the Collocator has not provided the **AM-WI** such response and payment by the twelfth (12) calendar day after the date **AM-WI** notified Collocator its request has been granted, the application will be canceled. Physical Collocation Space is not reserved until **AM-WI**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **AM-WI** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **AM-WI** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Physical Collocation is determined by **AM-WI** 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 and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

Number of All Physical Collocation 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

12.2 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) calendar 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 Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by **AM-WI** 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 Caged and Cageless collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **AM-WI**.

12.2.1 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 **AM-WI** will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead 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 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.

12.3 The second fifty percent (50%) payment must be received by **AM-WI** 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 **AM-WI**.

12.4 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:

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

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

12.5 The cabling Augment interval is determined by **AM-WI** 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 racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **AM-WI** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **AM-WI** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **AM-WI** 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 racking and additional power.

Table (2)

Number of All Cabling Augment 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	35calendar days	65 calendar days

12.6 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) calendar days for every five (5) additional application 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 **AM-WI** 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.

12.6.1 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 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 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.

12.7 For all Augments other than provided above, **AM-WI** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

12.8 Within twenty (20) calendar days or mutually agreed upon time, from **AM-WI**'s receipt of the confirmatory response in writing to continue construction on the Physical Collocation arrangement 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 TWTC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

12.9 **AM-WI** and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an **AM-WI** employee. Escort charges will apply. These visits will be jointly agreed upon by **AM-WI** and the Collocator and will be determined on a case by case basis.

12.10 During **AM-WI** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, **AM-WI** will notify Collocator that their vendors or contractors will be allowed to do work in parallel with **AM-WI**

throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **AM-WI** and follow **SBC**'s Technical Publication for installation of equipment and facilities. Security Access requirements in Section 13 of this Appendix will apply.

12.11 In responding to an application request that requires an ICB/NSCR, **AM-WI** shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.

12.12 Adjacent Structure Collocation Delivery Intervals

12.12.1 **AM-WI** Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

13. SECURITY

13.1 As provided herein, **AM-WI** may require reasonable security arrangements to protect its equipment and ensure network reliability. **AM-WI** may recover the costs of implementing security measures from Collocators in a reasonable manner via the appropriate State Commissions. Except as provided below, **AM-WI** may only impose security arrangements that are as stringent as the security arrangements that **AM-WI** maintains at its own premises for its own employees or authorized contractors. **AM-WI** must allow Collocator to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in **AM-WI** Eligible Structures without requiring either a security escort of any kind or delaying a Collocator's employees' entry into **AM-WI**'s Eligible Structure. Reasonable security measures that **AM-WI** may adopt include, but are not limited to, the following:

13.1.1 Installing security cameras or other monitoring systems; or

13.1.2 Requiring Collocator personnel to use badges with computerized tracking systems; or

13.1.3 Requiring Collocator employees to undergo the same level of security training, or its equivalent, that **AM-WI**'s own employees, or third party contractors providing similar functions, must undergo; provided, however, that **AM-WI** may not require Collocator employees to receive such training from **AM-WI** itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training. Qualification program and security training details shall be included in **AM-WI**'s technical publications and/or Collocation website(s).

AM-WI does 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 Collocators".

13.1.4 **AM-WI** may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage. If **AM-WI** chooses to construct an interior security partition around its own equipment, that partition may not interfere with Collocators' access to their own equipment, including equipment collocated directly adjacent to **AM-WI**'s equipment. **AM-WI**'s enclosure of its own equipment will not be a basis for a claim that space is exhausted.

13.2 Collocators and **AM-WI** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other **AM-WI**'s property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocators or **AM-WI** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or **AM-WI**, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **AM-WI** property:

13.2.1 Theft or destruction of **AM-WI**'s or any Collocator's property.

13.2.2 Use or attempted use/sale of alcohol or illegal drugs on **AM-WI**'s property.

13.2.3 Industrial espionage.

13.2.4 Threats or violent acts against other persons on **AM-WI**'s property.

13.2.5 Knowing violations of any local, state or federal law on **AM-WI**'s property.

13.2.6 Permitting unauthorized persons access to **AM-WI**'s or Collocator's equipment on **AM-WI**'s property.

13.2.7 Carrying a weapon on **AM-WI**'s property.

13.3 In addition, the Collocator and **AM-WI** will take appropriate disciplinary steps as determined by each party to address any violations reported by **AM-WI** or the Collocator of **AM-WI**'s policies and practices on security, safety, network reliability, and business conduct as defined in **SBC**'s Interconnector's Collocation Services Handbook and/or CLEC ONLINE Web-Site, provided the such information and any and all updates to it are timely provided to the Collocator.

13.4 Collocators will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **AM-WI**'s authorized contractors

with equivalent access. The indemnification provisions and requirements are reciprocal to **AM-WI** as well.

13.5 **AM-WI** may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

14. CASUALTY LOSS

14.1 If the Eligible Structure or the Physical Collocation Space is damaged by fire or other casualty, and:

14.1.1 The Physical Collocation Space is not rendered untenantable in whole or in part, **AM-WI** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

14.1.2 The Physical Collocation Spaces is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **AM-WI** has the option to repair the Physical Collocation Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the Physical Collocation Space cannot be repaired within ninety (90) calendar days, or **AM-WI** opts not to rebuild, then the Physical Collocation arrangement provided in the Physical Collocation Space shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as of the date of such damage. **AM-WI** shall endeavor to relocate Collocator equipment in alternative location, or assist Collocator in developing alternative to physical location.

14.2 Any obligation on the part of **AM-WI** to repair the Physical Collocation Space shall be limited to repairing, restoring and rebuilding the Physical Collocation Space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by **AM-WI** on request of Collocator; any Collocator Telecom Equipment; or other facilities or equipment located in the Physical Collocation Space by Collocator or by **AM-WI** on request of Collocator.

14.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the Physical Collocation Space may be unaffected thereby, **AM-WI**, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving Collocator ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

15. REMOVAL OF EQUIPMENT

15.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **AM-WI** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Physical Collocation Space, expel Collocator and any claiming under Collocator, remove any Collocator Telecom Equipment and any other items in the Physical Collocation Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies **AM-WI** might have. **AM-WI** may exercise this authority on an individual collocation space basis. **AM-WI** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

16. LIMITATION OF LIABILITY

16.1 Collocator acknowledges and understands that **AM-WI** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator; that such space may be close to the Physical Collocation Space, possibly including space adjacent to the Physical Collocation Space and/or with access to the outside of the physical collocation space; and that if Collocator requests a cage around its equipment, the cage Physical Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Collocator's equipment and facilities. In addition to any other applicable limitation, **AM-WI** shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or **AM-WI**, and regardless of whether any claimed **AM-WI** liability arises in tort or in contract. Collocator shall save and hold **AM-WI** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

17. INDEMNIFICATION OF AM-WI

17.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless **AM-WI** the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against **AM-WI** where such liabilities arise in connection with Collocator's use of persons that it

classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the willful or intentional misconduct of **AM-WI** or its employees.

18. OSHA STATEMENT

18.1 Collocator, in recognition of **AM-WI**'s status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of **AM-WI** with all federal, state and local laws, safety and health regulations relating to the Physical Collocation Space which Collocator has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold **AM-WI** harmless for any judgments, citations, fines, or other penalties which are assessed against **AM-WI** as the result of Collocator's failure to comply with any of the foregoing. **AM-WI**, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Physical Collocation Space which **AM-WI** has agreed to maintain pursuant hereto.

19. NOTICES

19.1 Except in emergency situations, **AM-WI** shall provide Collocator with written notice five (5) business days prior to those instances where **AM-WI** or its subcontractors may be undertaking a major construction project in the general area of the Physical Collocation Space or in the general area of the AC and DC power plants which support the Physical Collocation Space.

19.2 **AM-WI** will inform Collocator by telephone of any emergency-related activity that **AM-WI** or its subcontractors may be performing in the general area of the Physical Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Physical Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required to monitor or protect its service.

19.3 **AM-WI** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator Telecom Equipment. **AM-WI** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator Telecom Equipment.

19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to **(AR, CA, CT, KS, MO, NV, OK, TX)**
Account Manager - Collocation
2600 North Central Expressway
6th Floor,
Richardson, Texas 75080

If to **(IL, IN, MI, OH, WI)**
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654
Fax: 312-527-2670

If to Collocator:

(FOR IN, WI, OH)
Pamela Sherwood
Time Warner Telecom
Regulatory VP Mid West
4625 West 86th Street
Suite 500
Indianapolis, IN 46268
Fax: 317-713-8923

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

CSC
2600 North Central Expressway,
6th Floor,
Richardson, Texas 75080

If to Collocator: **Pamela Sherwood**
Time Warner Telecom
Regulatory VP Mid West
4625 West 86th Street
Suite 500
Indianapolis, IN 46268

20. INSURANCE

20.1 Collocator shall furnish **AM-WI** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **AM-WI** shall be named as an ADDITIONAL INSURED on general liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER(S).

20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **AM-WI** from and waives any and all right of recovery, claim, action or cause of action against **AM-WI**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, except for gross negligence of **AM-WI**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **AM-WI**, and any rights of Collocator against **AM-WI** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **AM-WI** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by reasonably **AM-WI** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **AM-WI** structure.

20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **AM-WI**.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.

20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, **AM-WI**'s obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **AM-WI** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 Collocator must also conform to recommendations made by **AM-WI**'s Property Insurance Company, if any, unless a recommendation is also applicable to **AM-WI** and **AM-WI** does not so conform in the Eligible Structure where the Physical Collocation space is located.

20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

21.1 **AM-WI** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

21.3 Except as may otherwise be provided:

21.3.1 **AM-WI** and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

21.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.

21.3.3 Each Party shall restrict access to the Eligible Structure and the Physical Collocation Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.

21.4 **AM-WI** shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, **AM-WI** shall either furnish security guards at those **AM-WI** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **AM-WI** shall permit Collocator to install monitoring equipment in the collocation space to carry data back to Collocator's work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator's equipment or equipment enclosures located on **AM-WI**'s Physical Collocation Space.

21.5 **AM-WI** shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator must maintain an updated list of all authorized employees and authorized agents on an individual Collocation Space basis for every Eligible Structure where there are **AM-WI** security guards.

21.6 Collocator shall comply with the security and safety procedures and requirements of **AM-WI**, including but not limited to sign-in, and identification.

21.7 **AM-WI** shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an emergency, Collocator shall contact a SPOC provided by **AM-WI** for access to spaces which house or contain Collocator equipment or equipment enclosures.

21.8 **AM-WI** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Collocator equipment or equipment enclosures.

21.9 **AM-WI** shall use best efforts to provide notification within two (2) hours to designated Collocator personnel to indicate an actual security breach.

21.10 **AM-WI** shall be responsible for the security of the Eligible Structure. If a security issue arises or if Collocator believes that **AM-WI**'s security measures are unreasonably lax, Collocator shall notify **AM-WI** and the Parties shall work together to address the problem. **AM-WI** shall, at a minimum, do the following:

21.10.1 Where a cage is used, **AM-WI** shall design collocation cages to prevent unauthorized access; provided, however, that Collocator realizes and assents to the fact that the cage will be made of wire mesh.

21.10.2 **AM-WI** shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to **AM-WI**'s employees, agents or invitees having a business need, such as a periodic review of the Physical

Collocation Space, to be in these areas. **AM-WI** shall require all persons entering the collocation areas to wear identification badges.

21.10.3 **AM-WI** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Physical Collocation Space. **AM-WI** shall respond immediately to reported problems with Collocator key cards.

21.10.4 In emergency situations, common courtesy will be extended between Collocator and **AM-WI**'s employees, including the provision of first aid and first aid supplies.

21.11 Collocator shall limit access to Collocator employees directly to and from the Physical Collocation Space and will not enter unauthorized areas under any circumstances.

22. RESERVATION OF RIGHTS

22.1 The Parties acknowledge and agree that certain rights and obligations including without limitation, the ability to collocate and use equipment meeting the "necessary" standard, the provision of 251(c)(6) cross-connections, and adherence to certain policies and practices of assigning space set forth in this Appendix are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If 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, or otherwise affects any of those rights and obligations, or the related rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission's *Wireline Services Offering Advanced Telecommunications Capability*, Fourth Report and Order, FCC 01-204, CC Docket No. 98-147 (Rel. August 8, 2001) or any other proceeding, the affected rights, obligations, or the related rates and/or terms and conditions shall be (i) immediately and automatically invalidated, modified, or stayed consistent with the action of the legislative body, court or regulatory agency with respect to any collocation applications then pending (i.e., for physical collocation, the space has not been completed and turned over to TWTC) and any thereafter submitted, and (ii) invalidated, modified or stayed consistent with the action of the legislative body, court or regulatory agency with respect to then existing collocation arrangements to the extent set forth in and in accordance with a written notice of either Party. In any such event, the Parties shall expend diligent, good faith efforts to arrive at an agreement on any modifications that may be required to the Appendix as a result of such invalidation, modification, or stay, and any Party's notice. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

23. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

23.1 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 this Agreement 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.

APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Virtual Collocation provided by the applicable **SBC** Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Collocator.

2. DEFINITIONS

2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.2 **THIS SECTION INTENTIONALLY LEFT BLANK**.

2.3 **AM-WI** - As used herein, **AM-WI** means the applicable above listed ILEC, Wisconsin Bell Inc. d/b/a Ameritech Wisconsin doing business in Wisconsin.

2.4 **"Approved Vendor"** is a vendor who is qualified by **AM-WI** for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.

2.5 **"Active Central Office Space"** denotes the existing, central office switch room space, which can be designated for virtual collocation, with sufficient infrastructure systems. Also, denotes central office space that may contain obsolete unused equipment.

2.6 **"Application Fee"** means the charge assessed by **AM-WI** to process the Collocator's application for virtual collocation requests.

2.7 **"Augment"** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Virtual Collocation arrangement.

2.8 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **AM-WI** location, for purposes of interconnection with **AM-WI** or access to Unbundled Network Elements (UNEs).

2.9 **"Delivery Date"** is the date, which **AM-WI** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.

2.10 **"Eligible Equipment"** is the equipment eligible for collocation as defined in Section 6.0 of this Appendix.

2.11 **"Eligible Structure"** is (1) a **AM-WI** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **AM-WI** that houses its network facilities, or (3) a structure that houses **AM-WI** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.12 **"Entrance Fiber Facility"** is an arrangement where a Collocator provided single mode fire retardant dielectric fiber optic cable extends from the **AM-WI** designated manhole into the **AM-WI** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **AM-WI** Eligible Structure, if available.

2.13 **"Fiber Distribution Frame (FDF)"** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.

2.14 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.15 **"Infrastructure Systems"** - include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.16 **"Interconnector's Collocation Services Handbook"** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the **AM-WI**, which is located on the **SBC** CLEC ONLINE Web-Site (https://clec.sbc.com/),as amended from time to time.

2.17 **"Manned Office"** A Central Office where **AM-WI** has actual technicians present to perform repair, installation, and/or maintenance during the time the Collocator requests under this Agreement.

2.18 **"Non Standard Collocation Request (NSCR)"** in **AM-WI**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.19 **"Project Management Fee"** reflects **AM-WI** labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Virtual Collocation Space request. This fee is applicable upon submission of an application.

2.20 **"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. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **AM-WI**'s Eligible Structures that such an arrangement is technically feasible.

2.21. "**Unmanned Office"** Any Central Office which does not meet the definition of Manned Office.

2.22 **"Virtual Collocation"** is as defined in 4.2 of this Appendix.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **AM-WI** will provide Virtual Collocation to Collocator.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, **AM-WI** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **AM-WI**. To the extent that **AM-WI** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **AM-WI**.

3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the state certification requirements. The following shall apply:

3.2.2.1 If the Commission has not approved the ICA prior to completion of the build-out, **AM-WI** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received their state certification prior to completion of the build-out, **AM-WI** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their state certification or the Commission has not approved the ICA by day one hundred eighty (180) calendar days after space turnover, then the Collocator (forfeits) all charges collected to date by **AM-WI** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.3 The Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending Commission or FCC approval.

4. GENERAL OFFERINGS

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, **AM-WI** will provide Virtual Collocation to Collocator for the purpose of interconnecting to **AM-WI** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **AM-WI** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the Act. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the Act).

4.2 In the case of **AM-WI** Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. Collocator must use an **AM-WI** Approved Vendor to perform the installation of such in the **AM-WI** Eligible Structure. The Collocator's **AM-WI** Approved Vendor will be permitted access to the **AM-WI** Main Distribution Frame or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **AM-WI** Approved Power Installation Vendor to install power cable(s) from the Collocator's Virtual Collocation Space to the designated **AM-WI**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. **AM-WI** will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual Collocation arrangement. The

equipment and associated facilities will be maintained and repaired at the direction of the Collocator by **AM-WI**.

4.2.1 Collocator will install their own bay(s) by an **AM-WI** Approved Vendor. **AM-WI** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.2.1.1 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.2.1.2 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.

4.2.1.3 **AM-WI** prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.

4.2.1.4 At **AM-WI** option, where an individual standard bay owned by **AM-WI** in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.

4.2.2 Virtual Collocation is available at **AM-WI** Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.

4.2.3 **AM-WI** will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.

4.2.4 Upon request, **AM-WI** will designate the floor space for the "occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test equipment, etc. The Collocator's provided storage cabinet will be installed and grounded by the Collocator's **AM-WI** Approved Vendor. The ground point will be designated by **AM-WI**. Installation of additional Collocator storage cabinet(s) will be mutually agreed upon between the parties.

4.2.4.1 **AM-WI** standard floor space for Collocator's provided storage cabinet is 10 sq. ft. that cannot exceed 7'0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".

4.2.4.2 **AM-WI** non-standard floor space for Collocator's provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and

up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".

4.2.5 Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a Physical Collocation arrangement. Any requests to convert requires a new physical application be submitted, and the appropriate charges will apply.

4.2.6 The Collocator is responsible for all alarm monitoring of its virtually collocated equipment and all expenses associated. Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, **AM-WI** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

4.2.7 Virtual Collocation is ordered as set forth in **AM-WI** Virtual Interconnector's Collocation Services Handbook or like document found on the **SBC** CLEC ONLINE Web-Site for Virtual Collocation. **AM-WI** will designate the location or locations within its Eligible Structure 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 Collocators.

4.2.8 Virtual Collocation is available for the direct connection of one Collocator provided facility to a separate Collocator provided facility within the same **AM-WI** wire center provided the Collocators are interconnected with **AM-WI** network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.2.8.1 **AM-WI** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such facilities. **AM-WI** shall permit Collocator's **AM-WI** Approved Vendor to install such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that **AM-WI** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **AM-WI**.

5. SPACE AVAILABILITY

5.1 At the request of Collocator, **AM-WI** will provide space for Virtual Collocation as described above. **AM-WI** is not required to provide Virtual Collocation at a particular Eligible Structure, if it demonstrates that Virtual Collocation is not practical for technical reasons or because of space limitations. When Virtual Collocation is not technically feasible, **AM-WI** will make a good faith effort to negotiate other methods

of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 **AM-WI** 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 **AM-WI**. **AM-WI** 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 **AM-WI** determines that Collocator's Virtual Collocation Application is unacceptable, **AM-WI** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **AM-WI** 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.

5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, **AM-WI** shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the Collocator submitted its application for Virtual Collocation in that Eligible Structure.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, TWTC may collocate equipment "necessary for interconnection or access to unbundled network elements," if the equipment also meets **AM-WI**'s equipment safety standards, which are described in another section. For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the **AM-WI**'s network "for the transmission and routing of telephone exchange service or exchange access," or for access to **AM-WI**'s unbundled network elements "for the provision of a telecommunications service." 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.

6.2 Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. TWTC may not collocate Multifunctional Equipment except as

expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by **AM-WI** and TWTC. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" 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.

6.3 **AM-WI** permits TWTC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, **AM-WI** voluntarily allows such TWTC collocation. Under the SBC/Ameritech Merger Conditions, "Advanced Services Equipment" is defined as, and limited to, the following equipment: "(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 customer premises shall be considered network terminating equipment." To qualify for collocation, the complete units of Advanced Services Equipment must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included below, or enhanced services functionality would disqualify the equipment from collocation. **AM-WI** voluntarily allows TWTC to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.

6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. TWTC may not collocate, or place into **AM-WI**'s equipment, TWTC's equipment sub-components or piece-parts.

6.5 **AM-WI** does not allow collocation of other Multifunctional Equipment, except that **AM-WI** voluntarily allows TWTC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by TWTC identified and controlled (*i.e.*, TWTC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the **AM-WI**'s network for the transmission and routing of telephone exchange service or exchange access or for access to the **AM-WI**'s unbundled network elements for the provision of a telecommunications service. **AM-WI** voluntarily will

allow TWTC to collocate, on a non-discriminatory basis, other multi-functional equipment only if **AM-WI** and TWTC mutually agree to such collocation.

6.6 **AM-WI** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone switching equipment" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. **AM-WI** voluntarily allows TWTC to place in its premises certain ancillary equipment solely to support and be used with equipment that TWTC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and potential other ancillary equipment may be placed in **AM-WI**'s premises, on a non-discriminatory basis, only if **AM-WI** and TWTC mutually agree to such placement. TWTC may not place in **AM-WI**'s premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by **AM-WI**, and/or that would duplicate functions performed by **AM-WI**, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases (such as BDFBs), harm **AM-WI**'s ability to plan for and provide service to other customers including, but not limited to, other CLECs.

6.8 Pending the FCC's reasonably timely completion of remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), **AM-WI** voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an **AM-WI** premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in **AM-WI** or (2) were requested by TWTC and accepted by **AM-WI** on the same basis as under the FCC's original, pre-partially-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)). **AM-WI**'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 (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.

6.9 **AM-WI** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.10 All types of equipment placed in **AM-WI** Eligible Structures by Collocators must meet the **AM-WI** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **AM-WI** LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and contains Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where 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 **AM-WI**) prior to January 1, 1998 with no known history of safety problems.

6.11 **AM-WI** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **AM-WI** applies to its own network equipment. **AM-WI** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.12 In the event that **AM-WI** denies Collocation of Collocator's equipment, citing minimum safety standards, **AM-WI** will provide within five (5) business days of Collocator's written request to **AM-WI** representative(s), a list of **AM-WI** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **AM-WI** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

6.13 In the event Collocator submits an application requesting collocation of certain equipment and **AM-WI** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **AM-WI**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **AM-WI** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **AM-WI**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **AM-WI** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. Virtual Collocation Space Charges

7.1 Virtual Collocation Space

7.1.1 For each Virtual Collocation request, Collocator must submit a separate Virtual Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to virtually collocate equipment in a new Virtual Collocation Space, (ii) a request to Augment, (iii) an ICB or NSCR, and (iv) specified revisions to Collocation Applications. A copy of the Virtual Collocation Application may be obtained from the **AM-WI** Collocation Services Account Manager or from the **SBC** CLEC ONLINE Web-Site.

7.2 **AM-WI** will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by **AM-WI** for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - Collocator shall pay **AM-WI** all associated non-recurring and recurring charges for use of the Virtual Collocation Space. These charges may be generated on an ICB/NSCR basis or may be contained in the state specific Appendix Pricing attached. The recurring monthly charges for each Virtual Collocation space shall stay fixed for the term of this Agreement unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

7.3.1 An ICB/NSCR quote is prepared by **AM-WI** to estimate non-recurring and recurring charges associated with the requested Virtual Collocation Space, Augment, or Collocation services where a state specific rate element does not exist in the attached Appendix Pricing. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) days following the job completion date.

7.4 Payment of Space Preparation - Prior to any obligation on **AM-WI** to start any preparation of the Virtual Collocation space, Collocator shall pay **AM-WI** fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.

7.5 Occupancy Conditioned on Payment - **AM-WI** shall not permit Collocator's **AM-WI** Approved Vendor to have access to the Virtual Collocation space for any purpose

during construction of the Collocator's Virtual Collocation space until **AM-WI** is in receipt of complete payment of the non-recurring and any custom work charges.

7.6 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **AM-WI** has begun preparation of the Virtual Collocation space but before **AM-WI** has been paid the entire amounts due under this Article, then in addition to any other remedies that **AM-WI** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. 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.

7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **AM-WI** General Terms and Conditions (GT&C) attached.

7.8 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.

7.9 The monthly recurring charge(s) shall begin to apply within, but no later than five (5) calendar days from the date that **AM-WI** made the Virtual Collocation Space available to the Collocator. The fact that **AM-WI** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.

7.10 **AM-WI** shall ensure that the Virtual Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **AM-WI** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF VIRTUAL COLLOCATION SPACE

8.1 A list of all Collocator equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **AM-WI** Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of **AM-WI**.

8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications

equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to **AM-WI** a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **AM-WI** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **AM-WI** and Collocator of a final list and description and receipt by **AM-WI** of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

8.3 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **AM-WI** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.

8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation Space shall not interfere with or impair service over **AM-WI** network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.5 In no case shall Collocator's **AM-WI** Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation Space or the Eligible Structure without the advance written permission or direction of **AM-WI**. **AM-WI** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **AM-WI** shall have the right to reject or modify any such request. **AM-WI** will perform any such construction, and the associated cost shall be paid by Collocator in accordance with **AM-WI** then-standard custom work order process or ICB/NSCR.

9. COLLOCATOR RESPONSIBILITIES

9.1 The Collocator will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to **AM-WI** UNEs including, without limitation, the following:

9.1.1 All plug-ins and/or circuit packs (working, spare, and replacements).

9.1.2 All provisioning of virtually collocated equipment.

9.1.3 Any ancillary equipment and cabling used for remote monitoring alarms and control.

9.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment.

9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an **AM-WI** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the Customer Response Unit (LOC) for **AM-WI** as described in Section 14.1.4.1 of this Appendix.

9.1.6 All training as specified in Section 9.14.

9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an **AM-WI** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC for **AM-WI** as described in Section 14.1.4.1 of this Appendix.

9.1.8 A storage cabinet for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by **AM-WI** to maintain and repair virtually collocated equipment.

9.1.9 Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **AM-WI** Main Distribution Frame or its equivalent by Collocator's **AM-WI** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.

9.1.10 Procurement and installation of power cable(s) by Collocator's **AM-WI** Approved Power Installation Vendor from the Virtual Collocation Space to the designated **AM-WI**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.

9.2 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply. The Collocator must identify employee(s) and/or Collocator's **AM-WI** Approved Vendor(s) that will attend the visit and arrange access for these

visit(s) as described in Section 9.2.6 of this Appendix.

9.2.1 Once when beginning the initial equipment installation.

9.2.2 Once during the middle of the equipment installation.

9.2.3 Once at turn-up completion of such equipment installation.

9.2.4 One (1) general visit per calendar year.

9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation Space and the purpose of performing a visual inspection on the installed equipment completed by the Collocator's **AM-WI** Approved Vendor prior to turn-up.)

9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.

9.3 Collocator's **AM-WI** Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.

9.4 When Collocator requires additional capacity, a collocation Augment application is required. For Augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below.

9.4.1 For either an initial installation or an Augment as described above, when a bay is in place but Collocator has elected under Section 9.3 above not to fully equip the bay.

9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.

9.4.3 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.

9.4.3 Collocator will be responsible for capacity management of the equipment placed.

9.5 After the initial installation, or an Augment, **AM-WI** shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an **AM-WI** Approved Vendor for installing plug-ins and

circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for **AM-WI** to perform the installation, routine maintenance, or to escort the **AM-WI** Approved Vendor, whichever applies. If the Collocator's **AM-WI** Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.

9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.

9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by **AM-WI** as described in Section 14.

9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by **AM-WI** that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for **AM-WI** to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.

9.9 The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on **AM-WI** property. Collocator shall provide a stock of such items (excluding unique tools and test equipment) to **AM-WI** to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. **AM-WI** shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by **AM-WI** to repair and maintain Collocator's virtually collocated equipment. **AM-WI** shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, **AM-WI** technician shall confirm to Collocator representative when **AM-WI** has used a circuit pack/plug-in or other types of replacement parts or equipment. **AM-WI** shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the Collocator if the discovery is made at some other time.

9.10 The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at the Collocator's expense and their responsibility. Replacements must be delivered to the **AM-WI** central office or **AM-WI** designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.

9.11 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator owned property provided to **AM-WI** for Virtual Collocation.

9.12 The Collocator will provide at the initial Method and Procedure (MOP) meeting the following:

9.12.1 Escalation documentation.

9.12.2 Test and acceptance package as described in the **SBC** ILEC's installation testing standards and requirements located on the **SBC** CLEC ONLINE Web-Site.

9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator will keep this information current.

9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g.), Augments, trouble reports, emergency contact). Collocator will keep this information current.

9.13 To the extent known, the Collocator can provide forecasted information to **AM-WI** on anticipated additional Virtual Collocation requirements. Forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.

9.14 **AM-WI** will identify the training needs of **AM-WI** personnel from the list of equipment received by the Collocator on the **AM-WI** Virtual Application Form. The Collocator will be responsible for training **AM-WI** personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by **AM-WI** in the Eligible Structure; or (b) **AM-WI** technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by **AM-WI**, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. **AM-WI** will contact Collocator with the required number of **AM-WI** personnel to be trained and the contact name for the Collocator to coordinate training schedules. The Collocator will

be responsible for the following:

9.14.1 Arrange for the training supplier and pay all costs for the training sessions including, without limitation, the cost of the trainer(s), transportation and lodging of such trainer(s), required course material.

9.14.2 Pay all costs associated with **AM-WI's** employee(s) attendance at the training including, without limitation, lodging, transportation, employees labor rate for time away from job, and per diem, if applicable.

9.14.3 **AM-WI** may require additional training requirements to adequately provide 7 X 24 hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. **AM-WI** will notify the Collocator when applicable.

9.14.4 Training may be provided on-site when possible.

9.14.5 The training for which the Collocator will be responsible includes training for the following functions to the extent such functions will be performed by **AM-WI** and additional training is necessary.

9.14.5.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.

9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by **AM-WI**.

9.14.5.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&M) manual.

9.14.5.4 Training when updates of technical publications or equipment information are issued.

9.14.5.5 **AM-WI** will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, **AM-WI** is responsible for employee attendance.

9.15 Collocator will provide remote, real-time network technical support, guidance and direction to **AM-WI** for all collocated facilities and equipment using on-line telephone support.

9.16 Collocator is responsible for coordinating with **AM-WI** to ensure that services are installed in accordance with a service request.

9.17 Collocator's **AM-WI** Approved Vendor will, whenever possible, install the Collocator's equipment in the Virtual Collocation Space within ninety (90) calendar days of Delivery Date. Collocator's **AM-WI** Approved Vendor must interconnect to **AM-WI**'s network or gain access to **AM-WI**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **AM-WI** may, upon written notice, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to **AM-WI** network or a **AM-WI** UNE for the purpose of Collocator providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

10.1 **AM-WI** will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:

10.1.1 Ensuring that the Collocator's **AM-WI** Approved Vendor meets required safety standards as contained in SBC's TP76200MP and **SBC** ILEC's standards and requirements for equipment and facility installations.

10.1.2 **AM-WI** placement of Collocator's fiber into an **AM-WI** Eligible Structure.

10.1.3 Location and completion of all splicing.

10.1.4 Completion of installation of equipment and facilities.

10.1.5 Removal of above facilities and equipment.

10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. Collocator shall strictly observe and abide by each.

10.2.1 **SBC** TP76200MP, standards for network equipment, power, grounding, environmental, and virtual design requirements, and any successor document(s), including as such may be modified at any time and from time to time.

10.2.2 **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.

10.2.3 **SBC** TP76300MP, standards and requirements for equipment and facility installations, and any successor document(s) within **AM-WI** central offices

and may be modified from time to time.

10.2.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.

10.2.5 The **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, **SBC** TP76300MP, and the **SBC** TP 76200MP standards are not incorporated herein but are available on the **SBC** CLEC ONLINE Web-Site.

10.3 If the **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, **SBC** TP76300MP for equipment and facility installations, and the **SBC** TP 76200MP standards are modified subsequent to the effective date of this Appendix from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, **AM-WI** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **AM-WI**.

10.3.2 Notwithstanding Section 10.3.1, any modification made to address situations potentially harmful to **AM-WI** or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation Space, or to comply with statutory or regulatory requirements shall become effective immediately. **AM-WI** will immediately notify Collocator of any such modification.

10.4 **AM-WI** shall provide an interconnection point or points, physically accessible by both **AM-WI** and Collocator (typically a **AM-WI** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **AM-WI** will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by **AM-WI** and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; **AM-WI** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **AM-WI** cable facilities and at which space is available for new facilities in at least two of those entry points.

10.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **AM-WI**, and for leaving

sufficient cable length in order for **AM-WI** to fully extend such Collocator-provided cable to the vault. The fiber optic entrance cable must be provided by the Collocator to **AM-WI** prior to the schedule Delivery Date for the Virtual Collocation arrangement. If the fiber optic entrance cable is not provided by the Collocator prior to the scheduled Delivery Date, **AM-WI** will advise the Collocator's **AM-WI** Approved Vendor at space turnover that the costs associated with the fiber optic entrance cable placement will be refunded at **AM-WI's** earliest convenience and the job will be closed. The Collocator will need to submit an Augment Virtual Collocation Application when ready to request the fiber optic entrance cable placement into the Virtual Collocation arrangement.

10.4.2 **AM-WI** will permit interconnection of copper or coaxial cable only if first approved by the appropriate State Commission, and will permit collocation of microwave transmission equipment along with the microwave entrance facility, except where such collocation is not practical for technical reasons or because of space limitations.

10.5 **AM-WI** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **AM-WI** Main Distribution Frame or its equivalent will be installed by the Collocator's **AM-WI** Approved Vendor. The Collocator's **AM-WI** Approved Vendor must obtain an approved Method of Procedures (MOP) from **AM-WI** and follow the **SBC** TP76300MP standards and requirements for installation of equipment and facilities. **AM-WI** will install and stencil termination blocks or panels at **AM-WI**'s Main Distribution Frame or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

10.6 Unless otherwise expressly agreed in writing, **AM-WI** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator Approved Vendor is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator's equipment at the specified DC and AC voltages. At a minimum, the power and **AM-WI** associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **AM-WI** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **AM-WI** is based on demand management. **AM-WI** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **AM-WI** Approved Power Installation Vendor will install and terminate the power cable(s) from the

Virtual Collocation Space to **AM-WI**'s designated termination points on the Battery Distribution Fuse Bay (BDFB). When the **AM-WI**'s designated power termination point(s) is at the **AM-WI**'s Power Plant Primary Distribution, the Collocator's **AM-WI** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **AM-WI** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **AM-WI**'s Power Plant Primary Distribution, which will be performed by **AM-WI**. The Collocator's **AM-WI** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **AM-WI** and follow the **SBC** ILEC's standards and requirements for installation of equipment and facilities.

10.7 **AM-WI** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **AM-WI** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **AM-WI** under the custom work order process or ICB/NSCR, including payment requirements prior to the installation of the regeneration equipment.

10.9 Collocator and **AM-WI** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.10 **AM-WI** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.11 **AM-WI** agrees to make, at its expense, all changes and additions to the Eligible Structure 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 Virtual Collocation Space.

10.12 Collocator and **AM-WI** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

10.13 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.

10.14 In the event **AM-WI** determines it necessary for the Virtual Collocation Space to be moved within the Eligible Structure in which the Virtual Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **AM-WI**, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in **AM-WI** sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise **AM-WI** shall be responsible for any reasonable preparation costs.

10.15 In the event the Collocator cancels its order after **AM-WI** has begun preparation of the Virtual Collocation Space, but before **AM-WI** has been paid the entire amounts due under this Agreement, then in addition to other remedies that **AM-WI** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the on-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **AM-WI** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Virtual Collocation request.

10.16 Collocator may discontinue or terminate a Virtual Collocation Arrangement on not less than thirty (30) days advance notice to **AM-WI** by submitting a complete and accurate Virtual Collocation Application plus applicable fees. Upon the discontinuance or termination of a Virtual Collocation arrangement, the Collocator shall pay to **AM-WI** all costs associated with returning the Virtual Collocation Space to **AM-WI** in the same condition as when **AM-WI** first began any construction work on such Virtual Collocation Space. Such costs include, but are not limited to, costs associated with removal by **AM-WI** of facilities and cabling.

10.17 Upon discontinuance or termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with **AM-WI** to remove the Collocator's equipment from **AM-WI** 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. **AM-WI** is not responsible for and will not guarantee the condition of such equipment if removed by the Collocator's **AM-WI** vendor hired by Collocator. Collocator shall indemnify and hold **AM-WI** harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator's **AM-WI** vendor is removing its own 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) calendar days of **AM-WI** receipt of Collocator's Virtual Collocation Application to terminate the virtual

collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **AM-WI** has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. **AM-WI** shall have no responsibility for damage done to such removed equipment caused by **AM-WI** or its contractors during the removal process. Collocator will indemnify and hold **AM-WI** harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if **AM-WI** removes Collocator's equipment. Any equipment not removed in this time frame may be removed by **AM-WI** and stored in a non- **AM-WI** location, at the expense of the Collocator.

10.18 Upon termination of the Virtual Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable(s) is not scheduled and removed within (30) calendar days after discontinuance of use, **AM-WI** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.19 below. **AM-WI** 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 **AM-WI** instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.19 If Collocator fails to remove its equipment and facilities from the Virtual Collocation Space within thirty (30) calendar days after discontinuance of use, **AM-WI** may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **AM-WI** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **AM-WI**.

11. TEST AND ACCEPTANCE

11.1 Collocator and **AM-WI** will complete an acceptance walk-through visit of the Virtual Collocator's Space prior to turning the Virtual Collocation Space over to the Collocator's **AM-WI** Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by **AM-WI** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at **AM-WI** expense.

11.2 Prior to Collocator's installation vendor powering up equipment, and after the frame connections and equipment has been installed, Collocator will schedule a pre-

performance visual inspection visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for visually inspecting the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the visual inspection that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed. Collocator shall be responsible for coordination with its **AM-WI** Approved Vendor to be at the site for the visual inspection, acceptance testing and, when necessary, corrective work.

11.3 Prior to scheduled turn-up of the virtual collocated equipment, the Collocator will arrange to deliver to the **AM-WI** Central Office, or other pre-designated location by **AM-WI**, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their **AM-WI** Approved Vendor to place any of the items provided into the Collocator’s designated storage cabinet or shelf, if applicable.

11.4 Once the Collocator's equipment installation inspection is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **AM-WI** approved installation contractor, **AM-WI**, and/or **AM-WI** vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, **AM-WI** will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.

11.5 All installations of equipment must be in accordance with the **AM-WI** TP76300MP standards and requirements for equipment and facility installations and subject to review by an **AM-WI** maintenance engineer for compliance. Should **AM-WI** maintenance engineer determine during their review that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed.

11.6 Collocator shall be responsible of coordination with its **AM-WI** Approved Vendor to be at the site for acceptance testing.

11.7 Upon successful completion of the testing as described in Section 11.4 above, **AM-WI** shall provide Collocator with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, **AM-WI** will begin to maintain and repair the virtual

collocated equipment at the direction of the Collocator, if all training requirements have been met.

11.8 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will either order interconnection or network elements from **AM-WI** to connect to the equipment.

12. DELIVERY INTERVALS

12.1 The delivery interval relates to the period in which **AM-WI** shall construct and turnover to the Collocator's **AM-WI** Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date **AM-WI** receives an accurate and complete Virtual Collocation Application from the Collocator. The delivery interval ends on the date **AM-WI** is ready to turnover the Virtual Collocation Space to Collocator's **AM-WI** Approved Vendor ("Delivery Date"). The Collocator must provide the **AM-WI**, 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 **AM-WI** has received such response and payment. If the Collocator has not provided the **AM-WI** such response and payment by the twelfth (12th) calendar day after the date **AM-WI** notified Collocator its request has been granted, the application will be canceled. Virtual Collocation Space is not reserved until **AM-WI**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **AM-WI** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **AM-WI** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Virtual Collocation is determined by **AM-WI** 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.

Table (1)

Number of All Virtual Collocation 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

12.2 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) calendar 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 **AM-WI** 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. Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **AM-WI**.

12.2.1 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 **AM-WI** will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

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.

12.3 The second fifty percent (50%) payment must be received by **AM-WI** prior to the space being turned over to the Collocator's **AM-WI** Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's **AM-WI** Approved Vendor by **AM-WI**.

12.4 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

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

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

12.5 The cabling Augment interval is determined by **AM-WI** 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 **AM-WI** with the ten (10) calendar day Augment notification. Each complete and

accurate Virtual Collocation Application received by **AM-WI** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **AM-WI** 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.

Table (2)

Number of All Cabling Augment 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 do not exist for Virtual Collocation Use
1 – 10	30 calendar days	60 calendar days
11-20	35calendar days	65 calendar days

12.6 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) calendar 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 **AM-WI** 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.

12.6.1 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:

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.

12.7 For all Augments other than provided above, **AM-WI** will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

12.8 Within twenty (20) calendar days or mutually agreed upon time, from **AM-WI**'s receipt of the confirmatory response in writing to continue construction on the Virtual Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), **AM-WI** will schedule a walk through visit with TWTC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

12.9 During **AM-WI** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, **AM-WI** will notify Collocator that their **AM-WI** Approved Vendor will be allowed to do work in parallel with **AM-WI** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **AM-WI** and follow **AM-WI**'s Technical Publication for installation of equipment and facilities.

12.10 In responding to an application request that requires an ICB/NSCR, **AM-WI** shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.

13. REPAIR AND MAINTENANCE OF EQUIPMENT

13.1 Except in emergency situations, and/or except when **AM-WI** network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting **AM-WI** LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. In an emergency, **AM-WI** may perform necessary repairs without prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to **AM-WI** central offices and **AM-WI** CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by **AM-WI**.

13.2 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:

13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;

13.2.2 **AM-WI** Eligible Structure's CLLI, circuit identification and/or telephone number;

13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);

13.2.4 A detailed description of the trouble;

13.2.5 The name and telephone number of the Collocator's employee or Center that will cooperatively test with **AM-WI** at no charge to **AM-WI**; and

13.2.6 The type of the trouble.

13.3 When an **AM-WI** technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the **AM-WI** technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.

13.4 **AM-WI** is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by **AM-WI** is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair **AM-WI** owned equipment, **AM-WI** can use this test equipment for test operations directed by the Collocator. **AM-WI** assumes no liability for damage to Collocator's equipment caused by using **AM-WI** test equipment.

AM-WI is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. **AM-WI** is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.

13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator's **AM-WI** Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If **AM-WI**, working with the Collocator believes that it would be beneficial to allow the Collocator on site to aid in troubleshooting or restoring equipment, it will so request. Charges for an escort will apply in either situation and the Collocator must identify the employee and/or **AM-WI** Approved Vendor that will assist in the restoration.

13.6 The Collocator may request **AM-WI** to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide **AM-WI** with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.

13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, storage cabinet inventories, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's **AM-WI** Approved Vendor to

perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, **AM-WI** shall perform repairs as described in Section 14 of this Appendix.

13.8 **AM-WI** is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's virtual collocation equipment at the direction of the Collocator on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the Collocator trains the adequate number of **AM-WI** personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

14.1 **AM-WI** will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, **AM-WI** agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from Collocator to the LOC, to the time a **AM-WI** technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:

14.1.1 **Priority 1 Tickets**. The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hour minimum callout Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m.; Saturday and Sunday; and Unmanned Offices. If the callout exceeds the 4-hour minimum, additional hours will be charged at the callout rate for the duration of the ticket. A Priority 1 Ticket is issued for the following reasons:

14.1.1.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

14.1.2 **Priority 2 Tickets**—The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:

14.1.2.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit pack(s) is requested by the Collocator as described in Section 9.8.

14.1.3 **Priority 3 Tickets**—The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 Ticket is issued for the following reasons:

14.1.3.1 Minor reports that have been determined not to be an immediate threat to customer service.

14.1.4 **Priority 4 Tickets**—The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:

14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Section 9.5 and 13.7. When installation is performed by the Collocator's **AM-WI** Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless the Collocator's **AM-WI** Approved Vendor has a current existing Installation Agreement (IA) for the installation being performed in the Central Office. All jobs as described above that are to be performed by **AM-WI** shall be requested through the LOC by the Collocator and completed at the direction of the Collocator. Collocator must identify the Manufacturer and/or **AM-WI** Approved Vendor performing the work.

14.2 Charges to install, repair, and maintain Collocator's equipment will be billed per the state specific rates provided in the attached Appendix Pricing. If Collocator has not supplied sufficient replacement/installment part(s) or appropriate test equipment at the time **AM-WI**'s technician is ready to begin work at a Central Office, **AM-WI** will close out the ticket. Collocator must generate another trouble report to request the repair, installation, and/or maintenance once such part(s) and/or equipment have been delivered to the Eligible Structure.

15. CASUALTY LOSS

15.1 If the Eligible Structure is damaged by fire or other casualty, and:

15.1.1 The Virtual Collocation Space is rendered non-tenantable in whole or in part, **AM-WI** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated; or

15.1.2 The Virtual Collocation Space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **AM-WI** has the option to repair the collocation space at its expense (as

herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or **AM-WI** opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. **AM-WI** shall endeavor to relocate Collocator equipment to an alternative location.

15.2 Any obligation on the part of **AM-WI** to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation Space. Upon mutual agreement, when Collocator's space or equipment is damaged, the Collocator may arrange a visit with the LOC to inspect the condition and escort charges will apply. The Collocator must identify the employee(s) and/or **AM-WI** Approved Vendor that will attend in the visit.

15.3 In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the collocation space may be unaffected thereby, **AM-WI** at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

16. REMOVAL OF EQUIPMENT

16.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **AM-WI** may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator equipment and any other items in the Virtual Collocation Space, forcibly if necessary, and there upon such Virtual Collocation arrangement shall terminate, without prejudice to any other remedies **AM-WI** might have. **AM-WI** may exercise this authority on an individual collocation space basis. **AM-WI** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

17. LIMITATION OF LIABILITY

17.1 Collocator acknowledges and understands that **AM-WI** may provide space in or access to the Eligible Structure to other persons or entities (“Others”), which may include competitors of Collocator's; that such space may be close to the Virtual

Collocation Space, possibly including space adjacent to the Virtual Collocation Space and/or with access to the outside of the Virtual Collocation Space. In addition to any other applicable limitation, **AM-WI** shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or **AM-WI**, and regardless of whether any claimed **AM-WI** liability arises in tort or in contract. Collocator shall save and hold **AM-WI** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

18. INDEMNIFICATION OF AM-WI

18.1 Indemnification of **AM-WI**

18.1.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless **AM-WI** the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against **AM-WI** where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the willful or intentional misconduct of **AM-WI** or its employees.

19. NOTICES

19.1 Except in emergency situations, **AM-WI** shall provide Collocator with written notice five (5) business days prior to those instances where **AM-WI** or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation Space or in the general area of the AC and DC power plants which support the Virtual Collocation Space.

19.2 **AM-WI** will inform Collocator by telephone of any emergency-related activity that **AM-WI** or its subcontractors may be performing in the general area of the Virtual Collocation Space occupied by Collocator or in the general area of the AC and DC

power plants which support the Virtual Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service.

19.3 **AM-WI** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator's equipment. **AM-WI** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's equipment.

19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to **(AR, CA, CT, KS, MO, NV, OK, TX):**

Account Manager - Collocation
2600 North Central Expressway
6th Floor,
Richardson, Texas 75080

If to **(IL, IN, MI, OH, WI):**

Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654
Fax: 312-527-2670

If to Collocator: **(FOR IN, WI, OH)**
Pamela Sherwood
Time Warner Telecom
Regulatory VP Mid West
4625 West 86th Street
Suite 500
Indianapolis, IN 46268
Fax: 317-713-8923

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

CSC
2600 North Central Expressway,
6th floor,
Richardson, Texas 75080

If to Collocator: **(FOR IN, WI, OH)**
Pamela Sherwood
Time Warner Telecom
Regulatory VP Mid West
4625 West 86th Street
Suite 500
Indianapolis, IN 46268

20. INSURANCE

20.1 Collocator shall furnish **AM-WI** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **AM-WI** shall be named as an ADDITIONAL INSURED on general liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER(S).

20.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **AM-WI** from and waives any and all right of recovery, claim, action or cause of action against **AM-WI**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, except for gross negligence of **AM-WI**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **AM-WI**, and any rights of

Collocator against **AM-WI** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **AM-WI** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased reasonably by **AM-WI** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **AM-WI** structure.

20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **AM-WI**.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.

20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, **AM-WI**'s obligation to turn over the Virtual Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **AM-WI** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 Collocator must also conform to recommendations made by **AM-WI**'s Property Insurance Company, if any, unless a recommendation is also applicable to **AM-WI** and **AM-WI** does not so conform in the Eligible Structure where the Virtual Collocation Space is located.

20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

21.1 **AM-WI** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

22.1 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.

APPENDIX 911

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APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for E911 Service provided by **AMERITECH WISCONSIN** (**AM-WI**) and TWTC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.

1.4 The prices at which **AM-WI** agrees to provide TWTC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

2.1 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from TWTC's End Office to the E911 system.

2.2 **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.3 **"Automatic Number Identification" or "ANI"** means the telephone number associated with the access line from which a call to 911 originates.

2.4 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.5 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required

to provide Selective Routing and/or Automatic Location Identification for 911 systems.

2.6 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

2.7 **"E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service")** or **"E911 Service"** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.8 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

2.9 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

2.10 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.11 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.12 **"Selective Routing" and "Selective Router" or "SR"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and

location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. AM-WI RESPONSIBILITIES

3.1 **AM-WI** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **AM-WI** is the 911 Service Provider. **AM-WI** shall provide 911 Service to TWTC as described this section in a particular Rate Center in which TWTC is authorized to provide local telephone exchange service and **AM-WI** is the 911 Service Provider. This shall include the following:

3.2 Call Routing

3.2.1 When facilities are purchased from **AM-WI**, **AM-WI** will transport 911 calls from each TWTC point of interconnection (POI) to the SR office of the E911 system, where **AM-WI** is the 911 Service Provider.

3.2.2 **AM-WI** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.3 **AM-WI** will forward the calling party number (ANI) it receives from TWTC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by TWTC, **AM-WI** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the TWTC, but no ALI record is found in the E911 DBMS, **AM-WI** will report this "No Record Found" condition to the TWTC in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 **AM-WI** shall provide and maintain sufficient dedicated E911 trunks from **AM-WI**'s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 **AM-WI** will provide facilities to interconnect the TWTC, as specified in the local state tariff. Additionally, when diverse facilities are requested by TWTC, **AM-WI** will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by TWTC, **AM-WI** shall, in a timely fashion, provide TWTC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997

NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto. AM-IN will also provide TWTC with identification of local procedures and responsibility for assigning default call routing, as well as identification of call overflow routing based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Information Sharing.

3.3.4 **AM-WI** and TWTC will cooperate to promptly test all trunks and facilities between TWTC's network and the **AM-WI** SR(s).

3.4 Database

3.4.1 Where **AM-WI** manages the E911 database, **AM-WI** shall store the TWTC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of TWTC's End Users served by TWTC's exchange(s)] in the electronic data processing database for the E911 DBMS. TWTC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 **AM-WI** shall coordinate access to the **AM-WI** E911 DBMS for the initial loading and updating of TWTC End User 911 Records.

3.4.3 **AM-WI**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

3.4.4 **AM-WI** will update TWTC's End User 911 Records in the E911 DBMS. **AM-WI** will then provide TWTC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the TWTC.

3.4.5 **AM-WI** shall provide the TWTC with a file containing the Master Street Address Guide (MSAG) for the TWTC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where TWTC is authorized to do business as a local exchange service provider and **AM-WI** is the 911 service provider.

3.4.6 Where **AM-WI** manages the DBMS, **AM-WI** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. TWTC RESPONSIBILITIES

4.1 Call Routing

4.1.1 TWTC will transport 911 calls from each point of interconnection (POI) to the **AM-WI** SR office of the E911 system, where **AM-WI** is the 911 Service Provider.

4.1.2 TWTC will forward the ANI information of the party calling 911 to the **AM-WI** 911 Selective Router.

4.2 Facilities and Trunking

4.2.1 TWTC shall provide interconnection with each **AM-WI** 911 Selective Router that serves the exchange areas in which TWTC is authorized to and will provide telephone exchange service.

4.2.2 TWTC acknowledges that its End Users in a single local calling scope may be served by different SRs and TWTC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 TWTC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **AM-WI** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.4 In **AM-WI** only, the TWTC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.5 TWTC shall maintain transport capacity sufficient to route traffic over trunks between the TWTC switch and the **AM-WI** SR.

4.2.6 TWTC shall provide sufficient trunking and facilities to route TWTC's originating 911 calls to the designated **AM-WI** 911 SR. TWTC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

4.2.7 TWTC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **AM-WI** 911 SR.

4.2.8 TWTC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

4.2.9 TWTC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If TWTC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, TWTC shall request additional circuits from **AM-WI**.

4.2.10 TWTC will cooperate with **AM-WI** to promptly test all 911 trunks and facilities between TWTC's network and the **AM-WI** 911 Selective Router(s) to assure proper functioning of 911 service. TWTC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.2.11 TWTC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to TWTC's demarcation (for example, collocation). **AM-WI** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). TWTC is responsible for advising **AM-WI** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **AM-WI** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AM-WI** will refer network trouble to TWTC if no defect is found in **AM-WI**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Once E911 trunking has been established and tested between TWTC's End Office and all appropriate SRs, TWTC or its representatives shall be responsible for providing TWTC's End User 911 Records to **AM-WI** for inclusion in **AM-WI**'s DBMS on a timely basis. **AM-WI** and TWTC shall arrange for the automated input and periodic updating of TWTC's End User 911 Records.

4.3.2 TWTC or its agent shall provide initial and ongoing updates of TWTC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3 TWTC shall adopt use of a Company ID on all TWTC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 TWTC is responsible for providing **AM-WI** updates to the ALI database; in addition, TWTC is responsible for correcting any errors that may occur during the entry of their data to the **AM-WI** 911 DBMS.

4.3.5 The TWTC shall reimburse **AM-WI** for any additional database charges incurred by **AM-WI** for errors in ALI data updates caused by TWTC or its third-party agent. Those errors are to include incomplete file records or those TWTC End User 911 Records found not to be in accordance with established NENA standards.

4.3.6 TWTC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 TWTC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the TWTC provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the TWTC's POI to the designated **AM-WI** 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **AM-WI**'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

6.2 **AM-WI** will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to **AM-WI**'s Selective Routing. **AM-WI** will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **AM-WI** and TWTC. These specifications shall be documented in TWTC Serving Area Description and E911 Interconnection Details. TWTC shall complete its portion of the 911 Trunk Group Request Form and submit it to **AM-WI** not later than forty-five (45) days prior to the passing of live traffic. **AM-WI** shall complete its portion of the 911 Trunk Group Request Form and return the 911 Trunk Group Request Form to TWTC not later than thirty (30) days prior to the passing of live traffic.

7.3 This Section Intentionally Left Blank

7.4 Each Party has designated a representative who has the authority to complete additional 911 Trunk Group Request Forms when necessary to accommodate expansion of the geographic area of TWTC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. TWTC must meet the approval of each additional 911 Trunk Group Request Form as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional 911 Trunk Group Request Form in accordance with Section 7.2.

7.5 In **AM-WI**, the state specific forms shall be submitted in lieu of the 911 Trunk Group Request Form referenced in Sections 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

8.1 Rates for access to E911 Services are set forth in **AM-WI**'s Appendix Pricing or applicable state Commission-approved tariff.

8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

9.1 **AM-WI**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **AM-WI** shall not be liable to TWTC, 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 **AM-WI** 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 TWTC until service is restored.

9.2 TWTC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event TWTC provides E911 Service to **AM-WI**, TWTC shall not be liable to **AM-WI**, 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 TWTC 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 **AM-WI** until service is restored.

9.3 TWTC agrees to release, indemnify, defend and hold harmless **AM-WI** from any and all Loss arising out of **AM-WI**'s provision of E911 Service hereunder or out of TWTC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by TWTC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by TWTC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **AM-WI**.

9.4 TWTC also agrees to release, indemnify, defend and hold harmless **AM-WI** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **AM-WI**.

10. MUTUALITY

10.1 TWTC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **AM-WI** request such services, TWTC will provide such services to **AM-WI** under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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.

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

1.1 For purposes of this Appendix only **AM-WI** is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.1.1 As used herein, **SBC-AMERITECH** means the applicable listed ILEC(s) doing business in Wisconsin.

1.1.2 As used herein, **AM-WI** means an ILEC doing business in Wisconsin.

1.2 **AM-WI** will provide to TWTC certain items as set out in the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by TWTC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.

1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.

1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date **AM-WI** obligations cease under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:

2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

3.1 Effective June 6, 2000, this discount is no longer available.

4. OSS: CHANGE MANAGEMENT PROCESS

4.1 Upon request by TWTC, within one month of the Merger Closing Date, **AM-WI** and TWTC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the **AM-WI** Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, "change management process" means the documented process that **AM-WI** and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. **AM-WI** will follow the uniform change management process agreed upon with interested CLECs.

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

5.1 Effective with the first billing cycle that begins after the Merger Closing date, **AM-WI** hereby eliminates in the **AM-WI** Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately $3600 per month per CLEC per State) that **AM-WI** charged TWTC prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **AM-WI** also hereby eliminates in the **AM-WI** Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit **AM-WI** 's right to charge TWTC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge TWTC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

6. ADVANCED SERVICES OSS DISCOUNTS

6.1 **AM-WI** will, subject to TWTC's qualification and compliance with the provisions of the FCC Merger Conditions, provide TWTC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to

provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.

6.2 If TWTC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **AM-WI**'s provision, if any, and TWTC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **AM-WI** receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by **AM-WI**, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate **AM-WI** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

6.3 In order to qualify for the OSS Discounts set forth in **Paragraphs 6.1 and 6.2** for Wisconsin, TWTC shall deliver to **AM-WI** and the Public Service Commission of Wisconsin, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Exhibit E** - OSS Discounts, Certificate of Eligibility as specifically required by Paragraph 18 of the FCC Conditions and by the Public Service Commission of Wisconsin.

7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

7.1 **AM-WI** will provide TWTC access to unbundled 2-Wire Analog Loop(s) for use by TWTC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to TWTC's qualification and compliance with the provisions of the FCC Merger Conditions.

7.2 If TWTC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, **AM-WI** 's provision, if any, and TWTC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **AM-WI** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by **AM-WI**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall

automatically convert to an appropriate **AM-WI** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

8.1 **AM-WI** will provide TWTC promotional resale discounts on telecommunications services that **AM-WI** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to TWTC's qualification and compliance with the provisions of the FCC Merger Conditions.

8.2 If TWTC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **AM-WI**'s provision, if any, and TWTC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by **AM-WI**, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate **AM-WI** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

9.1 **AM-WI** will provide to TWTC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the “promotional UNE platform”) to enable TWTC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential

POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When **AM-WI** provides the promotional UNE platform, TWTC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, TWTC will pay an additional charge to compensate **AM-WI** for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should TWTC's order require an assembly charge prior to establishment of such charge, **AM-WI** will bill and TWTC will pay after such charge is established. Provision of the promotional UNE platform is subject to TWTC's qualification and compliance with the provisions of the FCC Merger Conditions.

9.2 If TWTC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, **AM-WI**'s provision and TWTC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, **AM-WI**'s provision and TWTC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9.3 Notwithstanding 9.1 and 9.2 above, **SBC-AMERITECH** shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.

9.3.1 **AM-WI** will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on **SBC's CLEC Online**.

10. LOOP CONDITIONING CHARGES

10.1 In accordance with paragraph 21 of the FCC Merger Conditions **AM-WI** will provide to TWTC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of TWTC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. TWTC will identify to **AM-WI** the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated **AM-WI** technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where **AM-WI** identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by TWTC to a provide Advanced Services, **AM-WI** will obtain TWTC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in arbitration, a generic cost proceeding or otherwise, TWTC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

11.1 In addition to the foregoing, upon TWTC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **AM-WI**, TWTC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if TWTC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by TWTC or

provisioned by **AM-WI** after the date of such termination or order or finding. Thereafter, **AM-WI** 's continued provision and TWTC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

14.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides unbundled interim shared transport, but rather provides unbundled shared transport 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). The newer unbundled shared transport offering is available through a UNE Appendix that contains the applicable terms, conditions and rates; Unbundled shared transport is not offered under this Appendix.

EXHIBIT E

OSS Discounts, Certificate of Eligibility

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____

This Certificate of Eligibility for Promotional Discounts (the "Eligibility Certificate") is delivered to you pursuant to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between our companies as amended to the date hereof (the "Agreement"). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meaning provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

As a condition to receipt of the promotional provisions set forth in its agreement with **AM-WI** hereby certifies to **AM-WI** and the Public Service Commission of Wisconsin that Requesting Carrier is using each of the unbundled loops on which Requesting Carrier has requested and is receiving the OSS discounts provided in Appendix – Merger Conditions to provisions an Advanced Service in compliance with the provisions of Paragraph 18 of the FCC Conditions.

In Witness Whereof [Requesting Carrier] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this _____ day of _____, _____.

[Requesting Carrier]

By: _____

Name Printed: _____

Title: _____

CC: [Insert state commission Recipient]

APPENDIX FGA

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APPENDIX FGA

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which CLEC and the applicable SBC Communication Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FX) or interLATA FX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FX) and interLATA FX-like services may be used interchangeably, unless referenced distinctly. Notwithstanding the provisions of this Appendix, the Parties may agree to waive compensation for FGA service if they expect such service to be de minimus. In that event, the provisions of this Appendix will not apply.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **AM-WI** - As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.

2. DEFINITIONS

2.1 **"Subscriber Access Lines"** means a communication facility provided under a general and/or exchange service tariff extended from an End User premise to a Central Office Switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.

2.2 **"Feature Group A (FGA) Switched Access Service"** means FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local traffic area and LATA wide calling areas (interLATA FX includes only the local traffic area), in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.

2.3 **"Open End or Foreign Exchange"** means the exchange from which the FGA or foreign service is rendered. That is, the exchange from which the FGA or foreign exchange service obtains switched access to other End Users.

2.4 **"The Primary Company"** denotes the Party with the Primary office(s). For interLATA FX and or interLATA FX-like services, the Party with Open End will be considered the Primary Company.

2.5 **"The Primary Office"** means an office which: (1) directly or jointly connects to an Interexchange Carrier and/or End User: and (2) provides joint FGA switched access, or FX, service to that Interexchange Carrier and/or End User allowing calls to or from End Offices of the other Party.

2.6 **"The Secondary Company"** denotes the Party with the secondary office(s).

2.7 **"The Secondary Office"** means any office involved in providing joint FGA switched access to an Interexchange Carrier and/or End User through the switching facilities of the Primary Office.

2.8 **"Access Minutes or Minutes of Use (MOUs)"** means those minutes of use as described in Part 69 of the Federal Communications Commissions Rules, and are limited to those FGA and FX MOUs which originate and/or terminate in the Secondary Office(s) covered by this Appendix.

2.9 **"Currently Effective Tariff Rate"** means the approved FGA Switched Access tariff rate effective on the first day of the month for which compensation is being calculated.

3. UNDERTAKING OF THE PARTIES

3.1 The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

3.2 To the extent any applicable FGA Switched Access tariff is revised, such company will notify the other of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Compensation will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if such company fails to notify the billing company of a new rate within thirty (30) days of its effective date, the billing company may delay implementation of the new rate until the next month's compensation cycle, and will not be required to adjust the previous bills retroactively.

3.3 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of compensation, or otherwise to execute the provisions of this Appendix.

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

4.1 The Primary Company will be responsible for the administration, computation and distribution of the FGA access compensation due the Secondary Company.

5. MINUTES OF USE (MOUS) DEVELOPMENT

5.1 The Primary Company will calculate the amount of FGA compensation due the Secondary Company, by determining the amount of FGA and FX MOUs attributable to each Secondary Company as described below. The Primary Company will then multiply the MOUs by the rates in the applicable FGA Switched Access tariff to determine the compensation amounts tentatively due the Secondary Company, subject to adjustments for uncollectibles as outlined in Section 6.3.

5.2 Terminating MOUs Development

5.2.1 Actual monthly premium (charged at equal access End Office) and non-premium (charged at non-equal access End Offices) terminating FGA and FX access MOUs for each office in the LATA or a FGA or FX access area will be measured by the Primary Company.

5.2.2 Where the Primary Company cannot measure or identify the terminating FGA or FX MOUs by End Office, terminating MOUs will be total unmeasured MOUs allocated to the LATA or FGA or FX access area. In this event, terminating FGA MOUs will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibits A and B, which are attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company. Terminating FX MOUs, however, will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibit A, which is attached hereto and made a part hereof, to the total subscriber access lines in the FX access area as determined by the Primary Company.

5.3 Originating MOUs Development

5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.

5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

6.1 The amount of premium or non-premium compensation due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium compensation for each End Office. This compensation will be calculated by the Primary Company by multiplying each of the applicable FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 5.2.1 and 5.2.2.

6.2 Local Transport compensation will be determined for each company by multiplying each of the applicable FGA switched access tariff rate elements by the appropriate MOUs (as calculated under Sections 5.2.1 and 5.2.2) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

6.3 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FGA Access billing experienced by the Primary Carrier.

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.

7.2 The monthly compensation statement will show, for each Secondary Office, separately:

7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.

7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.

7.2.3 The total compensation due the Secondary Company, by rate element.
7.2.4 The number of terminating MOUs recorded by the Primary Company.

7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.

7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.

7.2.7 Adjustments for uncollectibles.

7.3 Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 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.

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company	Secondary Office Company	
CLLI CODE NPA-NXX	CLLI CODE	NPA-NXX

ACCESS LINE

EXHIBIT B

Location for LATA Wide Termination

of Feature Group A Access Service in

Non-Local Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	Transport Facilities	% Ownership of LATA

APPENDIX FX

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APPENDIX FX

1. INTRODUCTION

1.1 This sets forth the terms and conditions under which SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services and/or FX-Like services.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **AMERITECH WISCONSIN (AM-WI)** - As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.

2. DEFINITIONS

2.1 **"Customer"** – As used herein, the term "Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Appendix.

2.2 **"Foreign Exchange (FX) Service"**

2.2.1 FX Service permits a customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or foreign exchange). FX allows a customer to have a telephone number presence in a community other than the one where the customer equipment is physically located.

2.2.2 FX Service is generally provided in one of two ways. The "line haul" foreign exchange, where the customer is connected by an ordinary access line to its serving wire center and is then connected by a dedicated facility to the foreign exchange wire center which generates the dial tone.

2.2.3 Under a "dedicated prefix" arrangement, the customer's ordinary access line is assigned a prefix within its serving wire center which is dedicated to functioning as a prefix in a foreign exchange. The serving wire center routes the customer's traffic over dedicated or

switched facilities to a switch or switches in the foreign exchange whereby it is connected to telephone numbers in the foreign exchange.

2.2.4 In either case, the total of all facilities which are used to connect the FX customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.

2.2.5 Foreign exchange facility arrangements, other than those described above, are possible. However, where different arrangements are used, the same principles apply. That is, the total of all facilities used in the connection of the FX customer to the telephone number in the foreign exchange are considered as the facilities used to provide the foreign exchange service.

2.3 **"Open End or Foreign Exchange"** means the exchange from which the foreign service is rendered. That is, the exchange from which the foreign exchange service obtains switched access to other End Users.

2.4 **"Primary Party"** denotes the Party that bills the FX customer for the FX service when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

2.5 **"Serving or Closed End Exchange"** denotes the exchange in which the FX customer is physically located.

2.6 **"Secondary Party"** denotes the Party that does not bill the FX customer, when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

3. UNDERTAKING OF THE PARTIES

3.1 If mutually agreeable by the Parties, one Party may act as the Primary Party and bill the FX customer for the entire FX Service. In this case, the Primary Party will compensate the Secondary Party for the portion of the FX Service that the Secondary Party provides based on the Secondary Party's applicable tariffed rates for the facilities that the Secondary Party provides. If the Secondary Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, the Primary Party will reimburse the Secondary Party based on rates negotiated between the Parties.

3.2 Otherwise, each Party will separately bill the FX customer for the portion of the FX service facilities that it provides based on its applicable tariffed rates. If either Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, that Party will bill the FX customer based on its costs of providing its portion of the FX Service facilities.

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

4.1 In the event that only one Party bills the FX customer for the entire FX service, within thirty (30) calendar days after the end of each billing period, the Primary Party will remit the compensation amount due the Secondary Party. Where more than one compensation amount is due, they may be combined into a single payment.

4.2 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FX Service billing experienced by the Primary Party for the jointly provided FX Services.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 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.

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 SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI** means the applicable above listed ILECs doing business in Wisconsin.

1.4 This Appendix provides descriptions of the trunking requirements between TWTC and **AM-WI**. All references to incoming and outgoing trunk groups are from the perspective of TWTC. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA "meet point", mass calling, E911, Operator Services and Directory Assistance traffic.

1.5 Local trunk groups may only be used to transport traffic between the Parties end users.

1.6 **AM-WI** shall not impose any restrictions on TWTC that is not imposed on its own traffic with respect to trunking and routing options afforded to TWTC.

2. DEFINITIONS

2.1 **"Network Interconnection Methods"** (NIM) designates facilities established between the Parties Networks associated with the trunking requirements provided herein.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a TWTC Tandem or End Office switch and an **AM-WI** Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. TWTC will have administrative control of one-way trunk groups for traffic originating from TWTC and terminating to **AM-WI** (TWTC originating).

3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a TWTC switch and an **AM-WI** Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained. For administrative consistency TWTC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. **AM-WI** will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

3.3 The Parties agree that two-way trunking shall be established where technically feasible and appropriate for a given trunk group. However, either Party may declare that certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations. These trunk groups will be designed consistent with current industry guidelines and standards as published in such documents as Telcordia (formerly Bellcore) "BOC Notes on the LEC Network" TSB SR-2275.

3.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic. The Parties are free to negotiate alternate dates as may be needed. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data or any other method that the Parties mutually agree to.

3.5 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties agree to negotiate in good faith a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. **AM-WI** agrees to develop a cutover plan and project manage the cutovers with TWTC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 **AM-WI** deploys in its network Tandems that switch local only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem), and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition, **AM-WI** deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.

4.2 When Tandem trunks are deployed, TWTC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem as defined in the LERG) to the respective **AM-WI** Tandems on the trunk groups defined below. **AM-WI** shall route appropriate traffic to TWTC switches on the trunk groups defined below.

4.2.1 When transit traffic through the **AM-WI** Tandem from TWTC to another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, TWTC shall use all reasonable efforts to establish a direct End Office trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. The Parties acknowledge that the Act imposes requirements regarding interconnection arrangements and that 3rd Parties are involved. TWTC shall route Transit Traffic via **AM-WI**'s Tandem switches, and not at or through any **AM-WI** End Offices. The transit trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0. Overflow transit traffic may be routed through the **AM-WI** tandem.

4.3 While the Parties agree that it is the responsibility of TWTC to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, **AM-WI** acknowledges that such arrangements may not currently be in place and an interim arrangement will be needed to facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to TWTC and (ii) the date transit traffic volumes exchanged by the TWTC and third-party carrier exceed the volumes specified in Section 4.21, **AM-WI** will provide TWTC with transit service. TWTC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.

4.4 Direct End Office trunks terminate traffic from a TWTC switch to an **AM-WI** End Office and are not switched at a Tandem location. The Parties shall establish a one-way or two-way direct End Office trunk group, dependent upon technical feasibility and billing considerations, when End Office traffic requires twenty-

four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem.

4.5 All traffic received by **AM-WI** on the direct End Office trunk group from TWTC 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 of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the **AM-WI** End Office shall be mutually agreed upon by the Parties. This trunk group may be one-way or two-way depending upon technical feasibility.

4.6 Trunk Configuration

4.6.1 Trunk Configuration –**AM-WI**

4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the 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.

5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange various types of traffic between TWTC and **AM-WI**.

5.2 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: **AM-WI**

5.2.1 Tandem Trunking - Single Tandem LATAs

Where **AM-WI** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem as defined in the LERG. This trunk group shall be one-way or two-way dependent upon technical feasibility and billing considerations, and will utilize Signaling System 7 (SS7) signaling.

5.2.2 Tandem Trunking – Multiple Tandem LATAs

5.2.2.1 Where **AM-WI** has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every Tandem for calls destined to or from all End Offices that subtend each Tandem as defined in the LERG. These trunk groups may be one-way or two-way dependent upon technical feasibility and billing considerations, and will utilize Signaling System 7 (SS7) signaling.

5.2.3 Direct End Office Trunking

5.2.3.1 The Parties shall establish direct End Office primary high usage LI trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.

5.3 InterLATA (Meet Point) Trunk Group: **AM-WI**

5.3.1 InterLATA traffic shall be transported between TWTC switch and the **AM-WI** 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 TWTC's End Users and interexchange carriers via an **AM-WI** Access Tandem.

5.3.2 InterLATA trunk groups shall be set up 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.

5.3.3 When **AM-WI** has more than one Access Tandem in a local exchange area or LATA, TWTC may utilize a single InterLATA trunk group to the designated **AM-WI** Access Tandem. If the Access Tandems are in two different states, TWTC shall establish an InterLATA trunk group with one Access Tandem in each state.

5.3.4 **AM-WI**: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. 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.

5.3.5 **AM-WI** will not block switched access customer traffic delivered to any **AM-WI** Tandem for completion on TWTC's network. The Parties understand and agree that Meet Point (InterLATA) trunking arrangements are available and functional only to/from switched access customers who directly connect with the designated **AM-WI** Access Tandem that TWTC switch is connected to in each LATA. In no event will **AM-WI** be required to route such traffic through more than one Tandem for connection to/from switched access customers. **AM-WI** shall have no responsibility to ensure that any switched access customer will accept traffic that TWTC directs to the switched access customer. **AM-WI** also agrees to furnish TWTC, upon request, a list of those IXCs which also Interconnect with **AM-WI**'s designated Access Tandem.

5.3.6 TWTC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **AM-WI** 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 TWTC 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.

5.4 800/(8YY) Traffic: **AM-WI**

5.4.1 If TWTC chooses **AM-WI** to handle 800/(8YY) database queries from its switches, all TWTC originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both InterLATA Interexchange Carrier (IXC), 800/(8YY) LEC service and TWTC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **AM-WI** Tandem switch.

5.4.2 All originating Toll Free Service (800/8YY) calls for which TWTC requests that **AM-WI** 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.

5.4.3 TWTC may handle its own 800/8YY database queries from its switch. If so, TWTC will determine the nature (local/intra-LATA/inter-LATA) 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, TWTC

will route the post-query local or IntraLATA converted ten-digit local number to **AM-WI** over the local or intraLATA trunk group. In such case, TWTC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, TWTC 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 group to carriers not directly connected to its network but are connected to **AM-WI**'s Access Tandem. Calls will be routed to **AM-WI** over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

5.4.4 All post-query Toll Free Service (800/8YY) calls for which TWTC performs the SSP function, if delivered to **AM-WI**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by TWTC using GR-317 format over the local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

5.5 E911 Trunk Group

5.5.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem, or as local practices dictate within the local exchange area in which TWTC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize Multi Frequency Centralized Automatic Message Accounting (MF CAMA) signaling or SS7 signaling if available. For Pacific, TWTC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. For **AM-WI**, TWTC will issue ASR to establish facilities. 911 Trunks will be established in accordance with local practices (i.e. email)

5.5.2 TWTC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the **AM-WI** 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way MF CAMA trunk groups or SS7 connectivity where applicable.

5.5.3 TWTC will cooperate with **AM-WI** to promptly test all 9-1-1 trunks and facilities between TWTC network and the **AM-WI** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. TWTC will not turn-up live traffic until successful testing is completed by both Parties.

5.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **AM-WI**

5.6.1 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. TWTC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.6.2 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*

5.6.3 If TWTC should acquire a HVCI/Mass Calling customer, i.e. a radio station, TWTC shall notify **AM-WI** of the need to establish a one-way outgoing MF trunk group from the **AM-WI** HVCI/Mass Calling Serving Office to the TWTC customer's serving office and **AM-WI** shall establish this trunk group

5.6.4 If TWTC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, TWTC may request a meeting to coordinate with **AM-WI** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that TWTC establishes a new choke NXX, TWTC must notify **AM-WI** a minimum of ninety (90) days or as otherwise negotiated by the Parties, prior to deployment of the new HVCI/Mass Calling NXX. **AM-WI** will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing MF trunk group from the **AM-WI** Public Response HVCI/Mass Calling Network Access Tandem to TWTC's choke serving office.

5.6.5 Where **AM-WI** and TWTC both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1.

5.7 Operator Services/Directory Assistance Trunk Group(s)

5.7.1 If **AM-WI** agrees through a separate appendix or contract to provide Inward Assistance Operator Services for TWTC end users, TWTC will initiate an ASR for a one-way trunk group from its designated operator services switch to the **AM-WI** OPERATOR SERVICES Tandem utilizing MF signaling. Reciprocally, **AM-WI** will initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to the TWTC's designated operator services switch.

5.7.2 If **AM-WI** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for TWTC the following trunk groups are required:

5.7.2.1 Directory Assistance (DA):

5.7.2.1.1 TWTC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **AM-WI** OPERATOR SERVICES Tandem in the LATA for the NPA that TWTC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). TWTC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.7.2.2 Directory Assistance Call Completion (DACC):

5.7.2.2.1 TWTC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each **AM-WI** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). TWTC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.7.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

5.7.2.3.1 When **AM-WI**'s operator is under contract to verify the busy status of the TWTC End Users, **AM-WI** will utilize a segregated one-way with MF signaling trunk group from **AM-WI**'s Operator Services Tandem to TWTC switch. TWTC will have administrative

control for the purpose of issuing ASR's on this one-way trunk group.

5.7.2.4 Operator Assistance (0+, 0-):

5.7.2.4.1 This service requires a one-way trunk group from TWTC switch to **AM-WI**'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. TWTC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.7.2.5 Digit-Exchange Access Operator Services Signaling:

5.7.2.5.1 TWTC 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).

5.7.2.6 OS QUESTIONAIRE

5.7.2.6.1 If TWTC chooses **AM-WI** to provide either OS and/or DA, then TWTC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. FORECASTING RESPONSIBILITIES: AM-WI

6.1 TWTC agrees to provide an initial forecast for establishing the initial Interconnection facilities. **AM-WI** shall review this forecast, and if it has any additional information that will change the forecast, **AM-WI** shall promptly provide this information to TWTC. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **AM-WI** General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. 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. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

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 (X) DS1's in accordance with the table below, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

State	**DS1 Quantity**
Ohio	4 DS1's or greater
Wisconsin	16 DS1's or greater
Indiana	28 DS1's or greater

6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

6.3 TWTC shall be responsible for forecasting two-way trunk groups. **AM-WI** shall be responsible for forecasting and servicing the one way trunk groups terminating to TWTC and TWTC shall be responsible for forecasting and servicing the one way trunk groups terminating to **AM-WI**, unless otherwise specified in this Appendix. The Parties shall mutually agree to the forecast. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

6.4 If forecast quantities are in dispute, the Parties shall promptly meet to reconcile the differences.

6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: AM-WI

7.1 Trunk forecasting and servicing for interconnection, Operator and E-911 trunk groups shall be based on the blocking criteria shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Interconnection EO to EO	1%
Local Direct End Office (Primary High)	ECCS*
Local Interconnection AT to EO	0.5%
Local Interconnection EO to AT	0.5%
Meet Point	0.5%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
BLVI	1%
E911	1%

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

8. TRUNK SERVICING: AM-WI

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). TWTC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In **AM-WI** where one-way trunks are used (as discussed in section 3.3), **AM-WI** will issue ASRs for trunk groups for traffic that originates in **AM-WI** and terminates to TWTC. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.

8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. TWTC will issue ASRs to trigger changes to the 2-way Local Interconnection Trunk Groups based on capacity assessment. Each Party will have ASR control for their own 1-way trunk groups based on capacity

assessment. **AM-WI** will send a Trunk Group Service Request (TGSR) to TWTC 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. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form. The Party receiving the ASR will issue a Firm Order Confirmation (FOC) in accordance with the standard interval guidelines, which will comply with any Commission orders for FOC. If CLEC requests, a Design Layout Record (DLR) will be sent to the ordering Party following the standard interval guidelines.

8.3 For facility/switching equipment shortages, **AM-WI** shall follow the held/denied order process and provide relief status and explanation of the cause of the shortage under the "remarks" field. If no relief date is available, "further status" due date shall be provided. On the date that the status is due, by 5:00 p.m. (eastern time) of that day, **AM-WI** shall re-FOC with updated status. **AM-WI** will also provide a contact name and number for held/denied order process.

8.4 In A Blocking Situation:

8.4.1 In a blocking situation, a TGSR will be issued by **AM-WI** 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, and upon review and in response to the TGSR received. TWTC will note "service affecting" on the ASR. The Parties will make reasonable efforts to work these orders in less than the standard time frame as published in the standard intervals.

8.5 Underutilization:

8.5.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.5.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not

less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.5.1.2 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 the prescribed intervals (10 business days for AM-WI) after receipt of the TGSR.

8.5.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the prescribed interval. (ASR issuance period). The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.5.1.4 If **AM-WI** does not receive an ASR, or if TWTC does not respond to the TGSR by scheduling a joint discussion within the prescribed interval (ASR Issuance Period), **AM-WI** will attempt to contact TWTC to schedule a joint planning discussion. If TWTC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **AM-WI** will issue an ASR to resize the Interconnection trunks and facilities.

8.6 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:

8.6.1 Within the prescribed interval (ASR Issuance Period) after receipt of the TGSR, upon review of and in response to the TGSR received; 10 business days for **AM-WI**.

8.6.2 At any time as a result of either Party's own capacity management assessment, the provisioning process may be initiated. The standard interval used for the provisioning process will be identified in the appropriate tariff or published interval guide. The Parties will notify each other of any proposed changes to the published, standard interval guides.

8.6.3 Projects require the coordination and execution of multiple orders or related activities between and among **AM-WI** and TWTC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, the introduction of a new switch(es) or central offices, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.6.3.1Orders that comprise a project, i.e., greater than (4) DS-1's in accordance with section 6.2.2, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated, which is facilitated through the establishment of a Project I.D. In **AM-WI**, up to 32 DS-1s can be submitted on one ASR. Orders containing 5 or greater DS-1s will be broken into individual due dates and assigned staggered due dates.

8.7. TWTC will be responsible for engineering its network on its side of the Point of Interconnection (POI). **AM-WI** will be responsible for engineering its network on its side of the POI.

8.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be as identified in the appropriate tariff or published interval guide. If one of the Parties 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, the Party will provide a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If the Party's requested service due date change exceeds the allowable service due date change period, the ASR must be canceled by the sending Party. Should the sending Party fail to cancel such an ASR, the receiving Party shall treat that ASR as though it had been canceled.

8.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of TWTC.

9. TRUNK DATA EXCHANGE: AM-WI

9.1 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. 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, or any other method that the Parties agree to. If implementing the DIXC process, the Parties shall mutually agree within ninety (90) days of passing live traffic over the trunk groups to an acceptable implementation date. If DIXC is not used, the Parties may agree to exchange data in other formats such as traffic utilization reports (i.e., TIKI). The traffic data to be mutually exchanged, either as raw data via DIXC or as the basis for trunk utilization reports will be Total Attempt Peg Count, Total Usage (measured in Hundred Call Seconds), Terminating Attempt Peg Count, Originating Attempt Peg Count, Overflow Peg Count and Maintenance Usage (measured in Hundred Call Seconds), and Trunks in Service required for 2Way Trunking; and Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds), Trunks in Service required for 1Way Trunking on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. The

highest average usage during any 24 hour period, exclusive of holidays or abnormally high traffic periods (i.e. Mother's Day) shall be included in the 20 day study period objective described above.

10. NETWORK MANAGEMENT: AM-WI

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. TWTC and **AM-WI** 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 TWTC and **AM-WI** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

10.4 Maintenance, Testing, and Repair

10.4.1 Parties will provide to each other test-line numbers (i.e. switch milliwatt numbers) and access to test lines where available and as agreed.

10.4.2 Cooperatively plan and implement coordinated testing and repair procedures (including detailed escalation lists and contact numbers). Where available, 105 and 108 tests may be performed on meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to 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

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APPENDIX MESSAGE EXCHANGE

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MESSAGE EXCHANGE AND SETTLEMENT OF RATED MESSAGE DETAIL AND/OR THE SETTLEMENT OF MESSAGE REVENUE FOR RESALE AND UNBUNDLED SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for the exchange record detail and settlement of revenues for call detail messages provided to TWTC as a result of TWTC's purchase of Resale Services or appropriate Unbundled Network Elements from an SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).

1.2 As used herein, **AM-WI** means the applicable SBC owned ILEC doing business in Wisconsin.

1.3 As used herein, Ameritech means the applicable SBC owned ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2. DEFINITIONS:

2.1 **"555"** is an **AM-WI** service by which Providers offer information services for a fee to a CLEC End-User who dials a number using the "555" prefix.

2.2 **THIS SECTION INTENTIONALLY LEFT BLANK**

2.3 **"976"** is an **AM-WI** service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the "976" prefix.

2.4 **"Abbreviated Dialing"** is an **AM-WI** service by which Providers offer information services for a fee to a TWTC End-User who dials a telephone number with less than seven digits.

2.5 **"Adjustments"** are dollar amounts that are credited to an End-User account. The primary reason for an adjustment is typically an End-User denying that the call was made from their telephone.

2.6 **"Ancillary Message Services"** available in **AM-WI**. Offerings are Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services.

2.7 **"Calling Party Pays Cellular"** or **"CPP Cellular"** is an **AM-WI** service where an End-User placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.

2.8 **"Calling Party Pays Paging"** or **"CPP Paging"** is an **AM-WI** service where an End-User placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.

2.9 **"CLEC CATS Messages"** means intraLATA Calling Card and third number billed messages billed to a TWTC End-User telephone where the LEC carrying the call is Pacific or any other LEC, and the originating and billed telephone numbers are located in different Telcordia Client Company territories.

2.10 **"Provider"** is the entity that offers an **AM-WI** Ancillary Message Service to an End-User.

2.11 **"Uncollectibles"** are amounts billed to TWTC's End-Users, which after standard intervals and application of standard collection procedures, are determined by TWTC to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recoursed back to the Provider.

2.12 "**CLEC Non-CATS Messages"** are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the TWTC's End-User and the originating Party is an End-User of SBC or that of another LEC and both End-Users are located in the same Telcordia Client Company territory.

3. DESCRIPTION OF BILLING SERVICES

3.1 **AM-WI** will receive LEC carried ABS messages being billed to TWTC End-User lines as detailed in the General Terms and Conditions of the Agreement to which this Appendix is attached. **AM-WI** shall forward rated messages to TWTC on the Daily Usage File (DUF).

3.2 **THIS SECTION INTENTIONALLY LEFT BLANK**

3.3 **AM-WI** shall bill charges to the TWTC Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a TWTC Resale or UNE port End-User account. TWTC will not be billed for ABS traffic when TWTC only orders a UNE loop without switching.

3.4 As a part of provisioning local service for TWTC, **AM-WI** will block End-User access to 900/976 numbers upon specific written request by TWTC for each separate End User line

3.5 TWTC shall block End-User access to Ancillary Message Services upon **AM-WI**'s written request.

3.6 If blocking is not requested, **AM-WI** shall record all Ancillary Message Service calls transported by AM-WI that originate from a TWTC's End-User's telephone number. AM-WI shall provide TWTC with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where TWTC's switch generates call information, TWTC will provide **AM-WI** with call information for each call on a daily basis. **AM-WI** will rate the call with each Provider's requested rates and return a formatted record to the CLEC. TWTC shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

4. COLLECTION SERVICES

4.1 TWTC shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. TWTC warrants that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than TWTC uses for the billing of its own local Telecommunication Services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services.

4.2 All messages should be billed within 30 days of receipt. TWTC further agrees that the billing and collection process for messages distributed under this Appendix shall comply with all Applicable Laws.

5. CHANGES TO PROVIDER'S SERVICES AND RATES

5.1 TWTC acknowledges and understands that the amount which a Provider elects to charge those who place calls to an Ancillary Message Service is at Provider's sole discretion.

6. THIS SECTION INTENTIONALLY LEFT BLANK

7. SETTLEMENT ARRANGEMENT AND PAYMENT – AM-WI

7.1 **AM-WI** shall pay for the Billing and Collection Services for Ancillary Message Services described herein at the rates set forth in Appendix Pricing as "Ancillary Billing Message Compensation."

7.2 The amount due to **AM-WI** under this Appendix shall be the total of all billable charges submitted to TWTC under this Appendix, less:

7.2.1 All charges due TWTC under subsection 7.1;

7.2.2 Amounts declared Uncollectible as provided in subsection 7.5;

7.2.3 Adjustments as provided in subsection 7.4;

7.2.4 Taxes collected from TWTC End-Users.

7.3 TWTC shall provide **AM-WI** with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and End-User taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement should be received by **AM-WI** on or before the fifth Business Day of every month. Payment of the amount owed to **AM-WI** by TWTC as calculated in Section 7.2 hereof is due and shall be paid to **AM-WI** on or before thirty (30) calendar days from the date of the monthly statement. Past due amounts shall accrue late charges at the rate set forth in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.4 Adjustments

7.4.1 TWTC may remove a disputed charge from an End-User's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is received by **AM-WI** within sixty (60) calendar days from the date of the message, or as mutually agreed upon by the Parties at the point of implementation.

7.5 Uncollectibles

7.5.1 TWTC may recourse to **AM-WI** an actual uncollectible amount from an End-User's account, provided that notice of the recourse of the uncollectible amount is given by TWTC to **AM-WI** within one hundred twenty (120) calendar days from the date of the message.

7.6 Taxes

7.6.1 Taxes Imposed on Services Performed or Provided by TWTC. TWTC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties on all services performed or provided by TWTC.

7.6.2 Taxes on Ancillary Message Services. TWTC shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying **AM-WI** of those taxes. **AM-WI** shall notify TWTC of this information and pursuant to this Agreement TWTC shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to **AM-WI**. TWTC shall identify the amount of taxes and type of taxes, by Provider. **AM-WI** shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 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.

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) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC. 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 Customers 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 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **AM-WI** - As used herein, **AM-WI** means the above listed ILECS doing business in Wisconsin.

1.4 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection (i.e. Joint SONET); and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each local exchange area and each LATA (in **AM-WI**).

1.4.1 Trunking requirements associated with Interconnection (including local exchange and LATA trunking requirements) are contained in Appendix ITR.

1.4.2 Interconnection associated with Unbundled Network Elements (UNEs) is contained in Appendix UNE.

1.5 **AM-WI** shall provide Interconnection for TWTC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **AM-WI** provides itself, a subsidiary, an affiliate, or any other party to which **AM-WI** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.6 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties. Neither Party shall require the other Party to construct unnecessary facilities for the purpose of interconnection.

2. PHYSICAL ARCHITECTURE

2.1 **AM-WI**'s network is partly comprised of End Office switches, Tandem switches that serve local only traffic, Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. **AM-WI**'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. Due to differing state regulatory calling scope requirements, **AM-WI** requires Interconnection at all tandems in a LATA. TWTC and **AM-WI** agree to Interconnect their networks through existing and/or new Interconnection facilities between TWTC switch(es) and **AM-WI** End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of TWTC's switch(es) and **AM-WI**'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 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 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) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within an exchange area and/or LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.

2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, network survivability, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.

2.4 Each Party is responsible for the facilities to its side of the 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). At least one POI must be established within the geographic area where **AM-WI** operates as an incumbent LEC and TWTC has a switch and End Users in that area.

2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan. To the extent changes to physical architecture may be financially impacting to either Party, such changes shall be agreed to before the changes are implemented.

2.6 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from the TWTC switch to each **AM-WI** Access Tandem where TWTC originates or terminates local and/or toll traffic with **AM-WI.**

2.7 TWTC is solely responsible for the facilities that carry ancillary services (i.e. OS/DA, 911, mass calling, etc.). **AM-WI** may allow, solely at its discretion, TWTC to use jointly provided Interconnection facilities to carry ancillary service traffic.

2.8 If TWTC has established Collocation in an **AM-WI** End Office, direct End Office trunks to that End Office shall be provisioned over TWTC Collocation facility. If TWTC has not established Collocation in an **AM-WI** End Office, **AM-WI** shall provision the facilities for the direct End Office trunks from the POI to the **AM-WI** End Office.

2.9 Technical Interfaces

2.9.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or B8ZS with Extended Superframe format framing.

2.9.2 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, **AM-WI** will provide any multiplexing required for DS1 facilities or trunking at their end and TWTC will provide any DS1 multiplexing required for facilities or trunking at their end.

2.9.3 Other interfaces may be established when either Party demonstrates the need for Optical handoffs at the OC-n level. The Parties will promptly meet to negotiate specific Optical handoff need and implementation date.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

3.1.1 When TWTC provides their own facilities or uses the facilities of a 3rd party to a **AM-WI** Tandem or End Office and wishes to place their own transport terminating equipment at that location, TWTC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

3.2.1 When TWTC provides their own facilities or uses the facilities of a 3rd party to a **AM-WI** Tandem or End Office and wishes for **AM-WI** to place transport terminating equipment at that location on TWTC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation or applicable tariff. Virtual Collocation allows TWTC to choose the equipment vendor and does not require that TWTC be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 6 of this Appendix.

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between **AM-WI** and TWTC can occur at any mutually agreeable, economically and technically feasible point between TWTC's premises and a **AM-WI** Tandem or End Office within each local exchange or LATA.

3.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a single Synchronous Optical Network (SONET) transmission linear chain system. Only Interconnection trunks shall be provisioned over this facility.

3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties shall 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 may share the investment of the fiber as mutually agreed. 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.

3.4.4 There are four basic Fiber Meet design options. The Parties agree to support existing Joint SONET architectures implemented between TWTC and SBC-Ameritech under predecessor interconnection agreement(s) for the duration of this interconnection agreement. However, this provision does not supercede or eliminate other requirements and obligations in this Agreement and associated Amendments.

3.4.4.1 Design One: TWTC's fiber cable (four fibers) and **AM-WI** fiber cable (four fibers) are connected at an economically and technically feasible point between TWTC and **AM-WI** 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.

3.4.4.2 Design Two: TWTC will provide fiber cable to the last entrance (or **AM-WI** designated) manhole at the **AM-WI** Tandem or End Office switch. **AM-WI** shall make all necessary preparations to receive and to allow and enable TWTC to deliver fiber optic facilities into that manhole. TWTC will provide a sufficient length of Optical Fire Resistant (OFR) cable for **AM-WI** to pull the fiber cable through the **AM-WI** cable vault and terminate on the **AM-WI** fiber distribution frame (FDF) in **AM-WI**'s office. TWTC shall deliver and maintain such strands wholly at its own expense up to the POI. **AM-WI** shall take the fiber from the manhole and terminate it inside **AM-WI**'s office on the FDF at **AM-WI**'s expense. In this case the POI shall be at the **AM-WI** designated manhole location.

3.4.4.3 Design Three: **AM-WI** will provide fiber cable to the last entrance (or TWTC designated) manhole at the TWTC location. TWTC shall make all necessary preparations to receive and to allow and enable **AM-WI** to deliver fiber optic facilities into that manhole. **AM-WI** will provide a sufficient length of Optical Fire Resistant (OFR) cable for TWTC to run the fiber cable from the manhole and terminate on the TWTC fiber distribution frame (FDF) in TWTC's location. **AM-WI** shall deliver and maintain such strands wholly at its own expense up to the POI. TWTC shall take the fiber from the manhole and terminate it inside TWTC's office on the FDF at TWTC's expense. In this case the POI shall be at the TWTC designated manhole location.

3.4.4.4 Design Four: Both TWTC and **AM-WI** 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. **AM-WI** will provide the fibers associated with the "working" side of the system. **AM-WI** will provide TWTC with information that describes the physical path that the **AM-WI** provided fibers will traverse such that TWTC can achieve route diversity, where desired, with the two fibers provided by TWTC. TWTC 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 **AM-WI** location.

3.4.5 TWTC location includes all TWTC FOTs, multiplexing and fiber required to terminate the optical signal provided from **AM-WI**. This location is TWTC's responsibility to provision and maintain.

3.4.6 The **AM-WI** location includes all **AM-WI** FOT, multiplexing and fiber required to terminate the optical signal provided from TWTC. This location is **AM-WI**'s responsibility to provision and maintain.

3.4.7 **AM-WI** and TWTC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

3.4.8 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 which are not derived from the other, and meet the criteria identified above.

3.4.9 TWTC and **AM-WI** 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 below. These methods will be compatible and meet quality standards (i.e. ANSI, NEBS, Telcordia, etc.) as mutually agreed to by TWTC and **AM-WI.**

3.5 Other Interconnection Methods

3.5.1 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4. RESPONSIBILITIES OF THE PARTIES

4.1 If TWTC determines to offer local Interconnection within an **AM-WI** area, TWTC shall provide written notice to **AM-WI** of the need to establish Interconnection in each local exchange area or LATA. Such request shall include (i) TWTC's Switch address, type of Switch and CLLI code; (ii) TWTC's requested Interconnection activation date; and (iii) a non-binding forecast of TWTC's trunking and facilities requirements.

4.2 Upon receipt of TWTC's notice to interconnect, the Parties shall schedule a meeting within 21 days. The Parties shall negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. Parties shall use best efforts to timely implement new network interconnections and agree that implementation "clock" shall begin with the initial meeting.

4.3 If TWTC deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional **AM-WI** Central Offices, TWTC shall provide written notice to **AM-WI,** to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If **AM-WI** deploys additional Tandems and/or End Office switches in a local exchange/LATA after the effective date or otherwise wishes to establish Interconnection with additional TWTC Central Offices in such local exchange/LATA, **AM-WI** shall be entitled, upon written notice to TWTC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

4.4 TWTC and **AM-WI** shall work cooperatively to install and maintain a reliable network. TWTC and **AM-WI** 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.

4.5 TWTC and **AM-WI** will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this agreement.

4.6 TWTC and **AM-WI** shall:

4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

4.6.2 Promptly notify each other when there is any change affecting the service requested, including the due date.

4.6.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet industry standard acceptance test requirements, and are placed in service by the due date.

4.6.4 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

4.6.5 Upon request in **AM-WI**, Parties will make available a notification process to advise each other if there is an equipment failure that will affect the interconnection trunks.

4.6.6 Provide each other with a trouble reporting number, and corresponding escalation lists up through Vice President level, that is readily available 24 hours per day/7 days per week.

4.6.7 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.

5. JOINT FACILITY GROWTH PLANNING

5.1 The initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

5.2 Criteria:

5.2.1 Investment is to be minimized.

5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.

5.3 Processes:

5.3.1 In addition to the semi-annual forecast process, discussions to provide relief to existing facilities can be initiated at any time by either party. Discussions to provide relief will be triggered when either Party recognizes that the overall system facility reaches 60 % capacity or when

either Party is aware of circumstances that will require additional facilities to meet customer demand.

5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, the Parties will turn down those facilities or trunks unless otherwise agreed to. Facility relief discussions will be triggered as discussed above, and all effort will be made to adhere to the trunk design blocking criteria described in Appendix ITR.

5.3.3 If based on the forecasted equivalent DS-1/DS-3 growth where the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until such time that the network growth patterns change. Either Party may re-initiate the joint planning process.

5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, a larger system shall be deployed. This criteria assumes both Parties have adequate fibers for the augmentation. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.

5.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

5.3.6 The Parties shall use good faith efforts to complete the joint planning process/negotiations as soon as possible, but not to exceed 60 days.

6. LEASING OF FACILITIES

6.1 The purpose of this section is to cover both TWTC's and **AM-WI'**s leasing of facilities from each other for purposes of Interconnection. **AM-WI** offers leased facilities from the applicable Access Tariff.

6.2 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.

6.3 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.

6.4 The requesting Party 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.

6.5 Any request by either Party for leased facilities where facilities, equipment, or riser cable do not exist will be considered and the requested Party may agree to provide under a Bona Fide Request (BFR) Process as defined below, unless otherwise provided out of a tariff, at the providing Party's sole discretion:

6.5.1 A BFR will be submitted by the requesting Party in writing and will include a description of the facilities needed including the quantity, size (DS1 or DS3), A- and Z-end of the facilities, equipment and multiplexing requirements, and date needed.

6.5.2 The requesting Party may cancel a BFR at any time, but will pay the requested Party for reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.

6.5.3 Within ten (10) business days of its receipt, the requested Party will acknowledge receipt of the BFR, and provide preliminary analysis if available.

6.5.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a BFR, the requested Party will provide to the requesting Party a written response to the request. The response will confirm whether the leased facilities will be offered or not. If the leased facilities will be offered, the requested Party will provide the requesting Party a BFR quote that will include the applicable recurring rates and installation intervals.

6.5.5 Within 65 calendar days of its receipt of the BFR quote, the requesting Party must confirm its order. If not confirmed within 65 calendar days, the requested Party reserves the right to modify or withdraw its BFR quote.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 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.

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APPENDIX NP
(NUMBER PORTABILITY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI** means an ILEC doing business in Wisconsin.

1.4 The prices at which **AM-WI** agrees to provide TWTC with Numbering Portability are contained in the applicable FCC tariff.

2. PERMANENT NUMBER PORTABILITY (PNP)

2.1 General Terms and Conditions

2.1.1 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

2.2 Service Provided

2.2.1 **AM-WI** provides TWTC the use of the **AM-WI** PNP database via the Service Provider Number Portability (SPNP) Database Query. TWTC's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **AM-WI**'s PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

2.2.2 **AM-WI** will provide TWTC the use of the **AM-WI** PNP database, PNP software, and SS7 network via the SPNP Query.

2.2.3 The Parties shall:

2.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office

2.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

2.3 Obligations of **AM-WI**

2.3.1 **AM-WI** has deployed LRN in all of its switches.

2.3.2 **AM-WI** may cancel any line-based calling cards associated with telephone numbers ported from its switch.

2.4 Obligations of TWTC

2.4.1 When purchasing the SPNP Database Query, TWTC will access **AM-WI**'s facilities via an SS7 link: **AM-WI** - Section 8 of FCC No. 2 Access Service Tariff.

2.4.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**

2.4.3 TWTC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.4.4 **THIS SECTION INTENTIONALY LEFT BLANK.**

2.4.5 When TWTC requests that an NXX in an LRN capable **AM-WI** switch become portable, TWTC shall follow the industry standard LERG procedure.

2.4.6 TWTC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.4.7 TWTC shall adhere to LSOG compliant Local Service Request (LSR) format and PNP due date intervals as set forth in most recent version of "AIT STATE USER GUIDE".

2.4.8 TWTC shall adhere to **AM-WI**'s reserved number terms and conditions pursuant to Appendix Numbering.

2.5 Obligations of Both Parties

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

2.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported only within **AM-WI** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.6.2 Telephone numbers in the following **AM-WI** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) **AM-WI** Official Communications Services (OCS) NXXs.

2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 4 of this Appendix.

2.7 Service Descriptions

2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.7.5 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.

2.7.6 If TWTC chooses not to fulfill its N-1 carrier responsibility, **AM-WI** 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.

2.7.7 TWTC shall be responsible for payment of charges to **AM-WI** 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.

2.7.8 TWTC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

2.8.1 The price of PNP queries shall be the same as those in **AM-WI** - Section 6 of the FCC No. 2 Access Services Tariff.

2.8.2 TWTC agrees not to charge **AM-WI**, nor any SBC Affiliate, SBC Subsidiary, or **AM-WI** End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the TWTC to recover the costs associated with LNP.

3. INP TO PNP TRANSITION

3.1 **AM-WI** has deployed LRN in all of their switches.

3.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**

3.3 TWTC shall issue LSRs to change its existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.

3.4 New requests for INP will not be provided in a **AM-WI** switch once LRN has been deployed in that switch.

3.5 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

4. MASS CALLING CODES

4.1 General Terms and Conditions

4.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **AM-WI** in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

4.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **AM-WI** will provide mass calling code portability using a non-LRN solution.

4.2 Service Provided

4.2.1 **AM-WI** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **AM-WI** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **AM-WI** mass calling tandem and/or **AM-WI** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the

AM-WI choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

4.2.2 When TWTC requests that a **AM-WI** number with a mass calling NXX code be ported to its network, **AM-WI** will build translations at the CSO to route the incoming calls to TWTC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to TWTC central office.

4.3 Obligations of **AM-WI**

4.3.1 **AM-WI** will port its numbers with mass calling NXXs upon request by TWTC. Non-LRN porting will be done via pseudo code or route index translation in the **AM-WI** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

4.3.2 **AM-WI** will not charge TWTC for the use of its choke network by TWTC's mass calling customer. In exchange, **AM-WI** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

4.4 Obligations of TWTC

4.4.1 TWTC shall agree to adhere to LSOG compliant LSR format and to negotiated mass calling due date intervals.

4.4.2 TWTC shall provide the facility and DID trunk group from the **AM-WI** CSO to TWTC's serving office. TWTC shall size this one-way MF trunk group.

4.4.3 TWTC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

4.5 TWTC Mass Calling Codes

4.5.1 Should TWTC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), TWTC shall home its CSO(s) on a **AM-WI** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **AM-WI**'s tandem and/or **AM-WI** mass calling hub to TWTC. In order to allow the Parties time to order and install such mass calling trunks, TWTC shall provide **AM-WI** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

4.5.2 MF and SS7 trunk groups shall not be provided within the same DS1 facility. A separate DS1 facility per signaling type must be used. Where **AM-WI** and TWTC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility when same signaling type is used.

4.6 Limitations of Service

4.6.1 TWTC shall adhere to **AM-WI**'s reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

5. PROVISION OF PNP BY TWTC TO AM-WI

5.1 TWTC shall provide PNP to **AM-WI** under no less favorable terms and conditions as when **AM-WI** provides such services to TWTC.

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.

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APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the Indiana Bell Telephone Company Incorporated will coordinate with respect to NXX assignments.

1.2 As used herein, **AM-WI** means the above listed ILEC doing business in Wisconsin.

2. GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

2.2 At a minimum, in those Metropolitan Exchange Areas where the TWTC is properly certified by the appropriate regulatory body and intends to provide local exchange service, TWTC shall obtain a separate NXX code for each **AM-WI** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable TWTC and **AM-WI** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned

NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under “OTHER”.

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tome providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 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.

APPENDIX OSS-RESALE & UNE

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APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to TWTC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC-Ameritech POR for Uniform and Enhanced OSS ("Uniform POR") as approved by FCC on September 22, 2000.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **AM-WI** - As used herein, **AM-WI** means the applicable above listed ILEC(s) doing business in Wisconsin.

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1.12 **AM-WI** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

2.1 **"LSC"** means Information Industry Service Center (IISC) for **AM-WI**.

2.2 "**LOC"** means the Customer Response Unit (CRU) for **AM-WI**.

2.3 **"Service Bureau Provider"** - For purposes of this Agreement, Service Bureau Provider is a company which has been engaged by TWTC to act as its agent for purposes of accessing **AM-WI**'s OSS application-to-application interfaces.

3. GENERAL CONDITIONS

3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once TWTC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, TWTC will no longer submit orders manually (and **AM-WI** shall not be required to accept and process orders manually) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 **Proper Use of OSS interfaces:**

3.2.1 For **AM-WI**, TWTC agrees to utilize **AM-WI** electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through **AM-WI**. In addition, TWTC agrees that such use will comply with **AM-WI**'s Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, TWTC shall be responsible for and indemnifies **AM-WI** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **AM-WI**'s OSS from TWTC systems, workstations or terminals or by TWTC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by TWTC and shall pay **AM-WI** for any and all damages caused by such unauthorized entry.

3.3 Within **AM-WI** regions, TWTC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where TWTC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

3.3.1 In **AM-WI** regions, TWTC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 **THIS SECTION INTENTIONALLY LEFT BLANK**.

3.3.3 Throughout **AM-WI** region, TWTC is solely responsible for determining whether proper authorization has been obtained and holds **AM-WI** harmless from any loss on account of TWTC's failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, TWTC agrees to perform accurate and correct ordering as it relates to Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. TWTC is also responsible for all actions of its employees using any of **AM-WI**'s OSS systems. As such, TWTC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **AM-WI** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **AM-WI** to TWTC. In addition, TWTC agrees to indemnify and hold **AM-WI** harmless against any claim made by an End User of TWTC or other third parties against **AM-WI** caused by or related to TWTC's use of any **AM-WI** OSS.

3.5 In the event SBC has good cause to believe that TWTC has used **AM-WI** OSS in a way that conflicts with this Agreement or Applicable Law, SBC shall give TWTC written notice describing the alleged misuse ("Notice of Misuse"). TWTC shall immediately refrain from the alleged misuse until such time that TWTC responds in writing to SBC's Notice of Misuse, which shall be provided to SBC within twenty (20) days after receipt of the Notice of Misuse. In the event TWTC agrees with SBC's allegation of misuse, TWTC shall refrain from the alleged misuse during the term of this Agreement.

3.6 In the event TWTC does not agree that TWTC's use of **AM-WI** OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:

3.6.1 If such 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, TWTC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until TWTC has implemented a mutually agreeable remedy to the alleged misuse.

3.6.2 To remedy the 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.

3.7 In order to determine whether TWTC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC shall have the right to conduct an audit of TWTC's use of the **AM-WI** OSS. Such audit shall be limited to auditing those aspects of TWTC's use of the **AM-WI** OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. **AM-WI** shall give ten (10) days advance written notice of its intent to audit TWTC ("Audit Notice") under this Section 3.5, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC'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), TWTC shall provide **AM-WI** with access to the requested information in any reasonably requested format, at an appropriate TWTC location, unless otherwise agreed to by the Parties. The audit shall be at **AM-WI**'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. SBC 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 SBC, or any SBC affiliate.

3.8 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **AM-WI** and TWTC will use manual processes. Should **AM-WI** develop electronic interfaces for these functions for itself, **AM-WI** will make electronic access available to TWTC within the specific operating region.

3.9 The Information Services (I.S.) Call Center for the **AM-WI** region provides for technical support function of electronic OSS interfaces. TWTC will also provide a single point of contact for technical issues related to the TWTC's electronic interfaces.

3.10 **AM-WI** and TWTC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

3.11 The Parties will follow the final adopted guidelines of **13-STATE** Change Management Plan, developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.

3.12 **AM-WI** will and TWTC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that **AM-WI** may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. TWTC and **AM-WI** are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system

modifications to comply with new requirements. In addition, **AM-WI** has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

3.13 Due to enhancements and on-going development of access to **AM-WI**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **AM-WI** shall provide proper notice of interface phase-out as required by the Change Management process.

3.14 TWTC is responsible for obtaining operating system software and hardware to access **AM-WI** OSS functions as specified in: "Requirements for Access to Southwestern Bell OSS Functions" and "Requirements for Access to Pacific Bell OSS Functions" and "SNET W-CIW in Installation Guide" and "CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by **SBC** for any of its regions.

4. PRE-ORDERING

4.1 **AM-WI** will provide real time access to pre-order functions to support TWTC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to TWTC so that TWTC order requests may be created to comply with **AM-WI** region-specific ordering requirements.

4.2 **Pre-ordering functions for Resale Services include:**

4.2.1 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.2.2 Access to **AM-WI** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for **AM-WI**, pending service order activity is included. TWTC agrees that TWTC'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 TWTC, and an End User authorization for release of CPNI complies with conditions as described in section 3.3 of this Appendix.

4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;

4.2.4 Service availability dates to the End User (where available);

4.2.5 Information regarding whether dispatch is required;

4.2.6 For **AM-WI**, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and

4.2.7 Service address verification.

4.3 **Pre-ordering functions for UNEs include:**

4.3.1 Features available at an End Office for a valid service address (as applicable);

4.3.2 Access to **AM-WI** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for **AM-WI** only, pending service order activity. TWTC agrees that TWTC'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 TWTC, and an End User authorization for release of CPNI complies with conditions as described in Section 3.3 of this Appendix.

4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;

4.3.4 For **AM-WI**, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;

4.3.5 Service address verification; and

4.3.6 For **AM-WI**, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

4.3.7 Pre-order information specific to DSL capable UNE loops as described in the DSL Appendix of this Agreement.

4.4 **Electronic Access to Pre-Order Functions:**

4.4.1 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.1.1 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.1.2 **THIS SECTION INTENTIONALLY LEFT BLANK**

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4.4.5 **AM-WI Resale and UNE Services Pre-Order System Availability: AM-WI** will provide TWTC access to the following system:

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2.

4.4.6 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.6.1 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.5 **Other Pre-order Function Availability:**

4.5.1 Where pre-ordering functions are not available electronically, TWTC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Upon request, Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring that pre-ordering information considered relatively static. For **AM-WI**, the following information is available via Connect: Direct, CD-ROM and TCNet: Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes.

5. ORDERING/PROVISIONING

5.1 **AM-WI** provides access to ordering functions (as measured from the time **AM-WI** receives accurate service requests from the interface) to support TWTC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, TWTC will format the service request to identify what features, services, or elements it wishes **AM-WI** to provision in accordance with applicable **AM-WI** ordering requirements. **AM-WI** will provide TWTC access to one or more of the following systems or interfaces:

5.2 **Resale Service Order Request System Availability:**

5.2.1 **THIS SECTION INTENTIONALLY LEFT BLANK**

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 **AM-WI** makes available to TWTC an Electronic Data Interchange (EDI) interface for transmission of **AM-WI** 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, TWTC and **AM-WI** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **AM-WI**'s Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, TWTC and **AM-WI** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **AM-WI**'s UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.2 **THIS SECTION INTENTIONALLY LEFT BLANK**.

5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, TWTC and **AM-WI** will utilize industry ASR guidelines developed by OBF based upon SBC ordering requirements.

5.4 **THIS SECTION INTENTIONALLY LEFT BLANK**

5.5 **THIS SECTION INTENTIONALLY LEFT BLANK**

5.6 **Provisioning for Resale Services and UNEs in AM-WI**: **AM-WI** will provision Resale services and UNE as detailed in TWTC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.6.1 For EDI ordering, **AM-WI** provide TWTC, and TWTC shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. **AM-WI** will provide TWTC with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, TWTC may access these functions via the following methods:

6.1.1 **THIS SECTION INTENTIONALLY LEFT BLANK**.

6.1.2 In **AM-WI**, Electronic Bonding for Trouble Administration (EBTA-GUI) allows TWTC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.3 **THIS SECTION INTENTIONALLY LEFT BLANK**.

6.1.4 In **AM-WI**, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by TWTC and **AM-WI**. 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. TWTC and **AM-WI** will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

7.1 **AM-WI** will bill TWTC for Resold services and UNEs. **AM-WI** will send associated billing information to TWTC as necessary to allow TWTC to perform billing functions. At minimum **AM-WI** will provide TWTC billing information in a paper format or via magnetic tape, as agreed to between TWTC and **AM-WI**.

7.1.1 **THIS SECTION INTENTIONALLY LEFT BLANK**.

7.1.2 For Resale Services in **AM-WI**, TWTC may elect to receive its bill on CD.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

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7.2.2 **THIS SECTION INTENTIONALLY LEFT BLANK**.

7.2.3 **THIS SECTION INTENTIONALLY LEFT BLANK**.

7.2.4 In **AM-WI**, TWTC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.5 TWTC may receive Local Disconnect Report records (via CARE records) that indicate when TWTC's End Users change their Competitive Local

Exchange Carrier. In **AM-WI** this information is provided via the EDI 836 transaction set.

7.2.6 **THIS SECTION INTENTIONALLY LEFT BLANK**.

7.2.7 In **AM-WI**, TWTC may receive a mechanized bill via the **AM-WI** Electronic Billing System (AEBS) transaction set.

7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

7.3.1 **AM-WI** makes available to CLECs a local bill via the **AM-WI** Electronic Billing System (AEBS) transaction set.

7.3.2 **THIS SECTION INTENTIONALLY LEFT BLANK**

7.3.3 In **AM-WI**, TWTC will receive a Daily Usage Extract 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.

7.3.4 **AM-WI**, TWTC may receive Local Disconnect Report records (via CARE records) electronically that indicate when TWTC's End Users, utilizing **AM-WI**, ports, change their Competitive Local Exchange Carrier. In **AM-WI,** this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

8.1 TWTC must access OSS interfaces via a TWTC Remote Access Facility. The ARAF, located in Chicago, IL, serves **AM-WI.** Connection to these **Remote Access Facilities** will be established via a "port" either through dial-up or direct connection as described in Section8.2. TWTC may utilize a port to access **AM-WI** OSS interfaces to perform the supported functions in any **AM-WI** where TWTC has executed an Appendix OSS.

8.2 For **AM-WI**, TWTC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," TWTC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the ARAF. Switched Access "Dial-up Connections" require TWTC to provide its own modems and connection to the **AM-WI** ARAF. TWTC shall pay the cost of the call if Switched Access is used.

8.3 For **AM-WI**, TWTC shall use TCP/IP to access **AM-WI** OSS via the ARAF. In addition, each TWTC shall have one valid Internet Protocol (IP) network address per region. TWTC shall maintain a user-id / password unique to each individual for accessing an **AM-WI** OSS on TWTC's behalf. TWTC 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.

8.4 For **AM-WI**, TWTC shall attend and participate in implementation meetings to discuss TWTC ARAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 TWTC agrees that interconnection of TWTC data facilities with **AM-WI** data facilities for access to OSS will be in compliance with **AM-WI**'s Competitive Local Exchange Carrier (TWTC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between TWTC and the ARAF.

9.2 **Joint Security Requirements**

9.2.1 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.)

9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.2.3 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.

9.2.4 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.

9.2.5 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 TWTC or **AM-WI** 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.

9.2.6 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.

9.3 **Additional Responsibilities of Both Parties**

9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of TWTC equipment on **AM-WI**'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.

9.3.2 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.

9.3.3 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.

9.3.4 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.

9.3.5 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.

9.3.6 All network-related problems will be managed to resolution by the respective organizations, TWTC or **AM-WI**, as appropriate to the ownership of a failed component. As necessary, TWTC and **AM-WI** will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 **Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:**

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 9.5 - 9.11 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 TWTC or **AM-WI**, respectively, as the providers of the computer, network or information in question.

9.4.2 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 Appendix. 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.

9.5 **General Policies**

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

9.5.2 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.

9.5.3 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.

9.5.4 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.

9.5.5 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.

9.6 **User Identification**

9.6.1 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.

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

9.6.3 User ids will be revalidated on a monthly basis.

9.7 **User Authentication**

9.7.1 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.

9.7.2 Passwords must not be stored in script files.

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

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

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

9.8 **Access and Session Control**

9.8.1 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.

9.8.2 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.

9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 Software And Data Integrity

9.10.1 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.

9.10.2 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.

9.10.3 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.

9.10.4 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.

9.11 Monitoring And Audit

9.11.1 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 (**AM-WI** or TWTC) 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."*

9.11.2 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.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10.2 Prior to live system usage, TWTC must complete user education classes for **AM-WI**-provided interfaces that affect the **AM-WI** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable TWTC 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

10.3 A separate agreement will be required as a commitment to pay for a specific number of TWTC students in each class. TWTC agrees that charges will be billed by **AM-WI** and TWTC payment is due thirty (30) days following the bill date. TWTC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which TWTC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

10.4 Class dates will be based upon **AM-WI** availability and will be coordinated among TWTC, TWTC's **AM-WI** Account Manager, and **SBC** Industry Markets CLEC Training Product Management.

10.5 TWTC agrees to pay the cancellation fee of the full price noted in the separate agreement if TWTC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. TWTC agrees to provide to **AM-WI** completed registration forms for each student no later than one week prior to the scheduled training class.

10.6 TWTC agrees that TWTC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **AM-WI** system are strictly prohibited.

10.7 TWTC 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 **AM-WI**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

11.1 For **AM-WI**, should TWTC request custom development of an exclusive interface to support OSS functions, such development will be considered by **AM-WI** on an Individual Case Basis (ICB) and priced as such.

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

12.1 **AM-WI** shall allow TWTC to access its OSS via a Service Bureau Provider under the following terms and conditions:

12.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, TWTC shall be permitted to access **AM-WI** OSS via a Service Bureau Provider as follows:

12.2.1 TWTC shall be permitted to access **AM-WI** application-to-application OSS interfaces, via a Service Bureau Provider where TWTC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **AM-WI** to Allow Service Bureau Provider to establish access to and use of **AM-WI**'s OSS.

12.2.2 TWTC's use of a Service Bureau Provider shall not relieve TWTC of the obligation to abide by all terms and conditions of this Agreement. TWTC must ensure that its agent properly performs all OSS obligations of TWTC under this Agreement, which TWTC delegates to Service Bureau Provider.

12.2.3 It shall be the obligation of TWTC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **AM-WI** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once TWTC provides notice. Additionally, **AM-WI** shall have a reasonable transition period to terminate any such connection after notice from TWTC that it has terminated its agency relationship with a Service Bureau Provider.

12.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, **AM-WI** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **AM-WI**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as TWTC's agent for connection to **AM-WI**'s OSS) which could not be avoided by **AM-WI** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

13.1 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.

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.2 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.

1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by TWTC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.

1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that TWTC is entitled to any particular manner of access, nor is it evidence that **AM-WI** 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 PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

2.1 These liquidated damages shall be the sole and exclusive remedy of TWTC for **AM-WI**'s failure to meet specified performance measures and shall be in lieu of any other damages TWTC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

3.1 When used in this Appendix, the following terms will have the meanings indicated:

3.1.1 Performance Criteria

3.1.1.1 The target level of **AM-WI** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance

equal to that which **AM-WI** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for both **AM-WI** and TWTC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by TWTC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 9. The Parties acknowledge that not all metrics with a specified *standard* will have a statistical test applied to such metrics.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of Section 14 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by **AM-WI** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 14.

4. SPECIFIED PERFORMANCE STANDARDS

4.1 **AM-WI** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **AM-WI**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by TWTC that is contrary to any of its obligations under its interconnection agreement with **AM-WI** or law; (iii) environmental events beyond **AM-WI**'s control even though not considered "Force Majeure"; and (iv) problems associated with third-party systems or equipment including systems, equipment and services provided by Service Bureau Provider, which could not be avoided by **AM-WI** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **AM-WI**.

5. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

5.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which TWTC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of TWTC having available to its End User opportunities similar to those opportunities available to **AM-WI** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages TWTC would sustain if a Specified Performance Breach occurs, **AM-WI** agrees to pay TWTC Liquidated Damages, subject to Section 6.1 below.

6. LIQUIDATED DAMAGES AS FORM OF REMEDY

6.l The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages TWTC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of **AM-WI** to meet a specified performance commitment in this Appendix and any specific time commitments for the same activity contained in any other Appendix or Appendices.

7. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

7.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 14 below, when **AM-WI** delivers non-compliant performance as defined in 3.1.3. In no event shall **AM-WI** be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.

7.2 The Table of Critical Values (Section 9) gives the maximum number, F, of measurements of those required to be reported to TWTC that may fail the Performance Criteria in any month. Liquidated damages apply to non-compliant measures that are in excess of the applicable value of F.

7.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after TWTC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure, unless AM-WI is ordered to do so by the Commission or the FCC.

7.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures

are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. $500 is paid for each ordinary failure in excess of F. $2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be (10-8)*$500 + $2,500 = $3,500. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

8. LIQUIDATED DAMAGES; METHOD OF CALCULATION

8.1 **AM-WI** and TWTC agree to use the following as statistical tests for evaluating the compliance of TWTC results with the Performance Criterion. These tests are applicable if the number of data points for each of **AM-WI** and TWTC is greater than or equal to 30 for a given measurement. Methods for statistical testing are subject to periodic review and modification as directed or ordered by the Commission or FCC.

8.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that TWTC's results are significantly worse than either the comparable result for **AM-WI** or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{ILEC} - M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\delta_{DIFF} = SQRT\ [\delta^2_{ILEC}\ (1/ n_{CLEC} + 1/ n_{ILEC})]$
δ^2_{ILEC} = Calculated variance for ILEC.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$z = (DIFF) / \delta_{DIFF}$

Where;
DIFF = $P_{ILEC} - P_{CLEC}$
P_{ILEC} = ILEC Proportion
P_{CLEC} = CLEC Proportion
δ_{DIFF} = SQRT [δ^2_{ILEC} (1/ n_{CLEC} + 1/ n_{ILEC})]
$\delta^2_{ILEC} = P_{ILEC}(1 - P_{ILEC})$.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that $P_{ILEC} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE}, of the data given the hypothesis of parity.:

$$P_{FE} = 1 - \sum_{x=0}^{H_{CLEC}-1} \frac{\binom{n_{CLEC}}{x}\binom{n_{ILEC}}{H_{CLEC}+H_{ILEC}-x}}{\binom{n_{CLEC}+n_{ILEC}}{H_{CLEC}+H_{ILEC}}}$$

Where;
$H_{CLEC} = P_{CLEC} n_{CLEC}$
$H_{ILEC} = P_{ILEC} n_{ILEC}$.
If $P_{ILEC} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$H_{CLEC} = n_{CLEC} - P_{CLEC} n_{CLEC}$
$H_{ILEC} = n_{ILEC} - P_{ILEC} n_{ILEC}$.

Of course if it is also true that $H_{CLEC} = 0$, then $P_{FE} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{Rate} = 1 - \sum_{x=0}^{H_{CLEC}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;
H_{CLEC} = numerator for the CLEC
H_{ILEC} = numerator for the ILEC
$N = H_{CLEC} + H_{ILEC}$
D_{CLEC} = denominator for CLEC

D_{ILEC} = denominator for ILEC
$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

$t = (DIFF) / \delta_{DIFF}$

Where;
DIFF = $M_{CLEC} - BM$
M_{CLEC} = CLEC Average
BM = Benchmark
$\delta_{DIFF} = SQRT\ [\delta^2_{CLEC}\ (1/ n_{CLEC})]$
δ^2_{CLEC} = Calculated variance for CLEC.
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^{K} \binom{N}{x} B^x (1-B)^{N-x}$$

Where

K = PN

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1-\sum_{x=0}^{K-1}\binom{N}{x}B^{x}(1-B)^{N-x}$$

with the same definition of symbols as is given above.

8.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4)) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

9. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	**71**	8	0.051	**141**	14	0.054	**211**	19	0.054	**281**	23	0.051	**351**	28	0.052
2	1	0.100	**72**	8	0.050	**142**	14	0.054	**212**	19	0.053	**282**	23	0.051	**352**	28	0.052
3	1	0.059	**73**	9	0.059	**143**	14	0.054	**213**	19	0.053	**283**	23	0.051	**353**	28	0.052
4	2	0.141	**74**	9	0.058	**144**	14	0.053	**214**	19	0.053	**284**	23	0.050	**354**	28	0.051
5	2	0.106	**75**	9	0.057	**145**	14	0.053	**215**	19	0.053	**285**	23	0.050	**355**	28	0.051
6	2	0.085	**76**	9	0.056	**146**	14	0.052	**216**	19	0.052	**286**	23	0.050	**356**	28	0.051
7	2	0.071	**77**	9	0.055	**147**	14	0.052	**217**	19	0.052	**287**	24	0.053	**357**	28	0.051
8	2	0.061	**78**	9	0.055	**148**	14	0.052	**218**	19	0.052	**288**	24	0.052	**358**	28	0.051
9	2	0.053	**79**	9	0.054	**149**	14	0.051	**219**	19	0.052	**289**	24	0.052	**359**	28	0.051
10	3	0.093	**80**	9	0.053	**150**	14	0.051	**220**	19	0.051	**290**	24	0.052	**360**	28	0.051
11	3	0.084	**81**	9	0.053	**151**	14	0.051	**221**	19	0.051	**291**	24	0.052	**361**	28	0.050
12	3	0.076	**82**	9	0.052	**152**	14	0.050	**222**	19	0.051	**292**	24	0.052	**362**	28	0.050
13	3	0.069	**83**	9	0.051	**153**	15	0.055	**223**	19	0.051	**293**	24	0.052	**363**	28	0.050
14	3	0.064	**84**	9	0.051	**154**	15	0.054	**224**	19	0.050	**294**	24	0.051	**364**	28	0.050
15	3	0.059	**85**	9	0.050	**155**	15	0.054	**225**	19	0.050	**295**	24	0.051	**365**	29	0.052
16	3	0.055	**86**	10	0.057	**156**	15	0.054	**226**	20	0.053	**296**	24	0.051	**366**	29	0.052
17	3	0.052	**87**	10	0.057	**157**	15	0.053	**227**	20	0.053	**297**	24	0.051	**367**	29	0.052
18	4	0.077	**88**	10	0.056	**158**	15	0.053	**228**	20	0.053	**298**	24	0.051	**368**	29	0.052
19	4	0.073	**89**	10	0.055	**159**	15	0.053	**229**	20	0.053	**299**	24	0.050	**369**	29	0.052
20	4	0.069	**90**	10	0.055	**160**	15	0.052	**230**	20	0.052	**300**	24	0.050	**370**	29	0.051
21	4	0.065	**91**	10	0.054	**161**	15	0.052	**231**	20	0.052	**301**	24	0.050	**371**	29	0.051
22	4	0.062	**92**	10	0.053	**162**	15	0.052	**232**	20	0.052	**302**	25	0.053	**372**	29	0.051
23	4	0.059	**93**	10	0.053	**163**	15	0.051	**233**	20	0.052	**303**	25	0.052	**373**	29	0.051
24	4	0.057	**94**	10	0.052	**164**	15	0.051	**234**	20	0.051	**304**	25	0.052	**374**	29	0.051
25	4	0.054	**95**	10	0.052	**165**	15	0.051	**235**	20	0.051	**305**	25	0.052	**375**	29	0.051

26	4	0.052	**96**	10	0.051	**166**	15	0.050	**236**	20	0.051	**306**	25	0.052	**376**	29	0.051
27	5	0.070	**97**	10	0.051	**167**	15	0.050	**237**	20	0.051	**307**	25	0.052	**377**	29	0.050
28	5	0.068	**98**	10	0.050	**168**	16	0.054	**238**	20	0.051	**308**	25	0.052	**378**	29	0.050
29	5	0.065	**99**	11	0.056	**169**	16	0.054	**239**	20	0.050	**309**	25	0.051	**379**	29	0.050
30	5	0.063	**100**	11	0.056	**170**	16	0.053	**240**	20	0.050	**310**	25	0.051	**380**	29	0.050
31	5	0.061	**101**	11	0.055	**171**	16	0.053	**241**	21	0.053	**311**	25	0.051	**381**	30	0.052
32	5	0.059	**102**	11	0.055	**172**	16	0.053	**242**	21	0.053	**312**	25	0.051	**382**	30	0.052
33	5	0.057	**103**	11	0.054	**173**	16	0.053	**243**	21	0.053	**313**	25	0.051	**383**	30	0.052
34	5	0.055	**104**	11	0.054	**174**	16	0.052	**244**	21	0.052	**314**	25	0.051	**384**	30	0.052
35	5	0.054	**105**	11	0.053	**175**	16	0.052	**245**	21	0.052	**315**	25	0.050	**385**	30	0.051
36	5	0.052	**106**	11	0.053	**176**	16	0.052	**246**	21	0.052	**316**	25	0.050	**386**	30	0.051
37	5	0.051	**107**	11	0.052	**177**	16	0.051	**247**	21	0.052	**317**	25	0.050	**387**	30	0.051
38	6	0.065	**108**	11	0.052	**178**	16	0.051	**248**	21	0.052	**318**	26	0.052	**388**	30	0.051
39	6	0.063	**109**	11	0.051	**179**	16	0.051	**249**	21	0.051	**319**	26	0.052	**389**	30	0.051
40	6	0.061	**110**	11	0.051	**180**	16	0.050	**250**	21	0.051	**320**	26	0.052	**390**	30	0.051
41	6	0.060	**111**	11	0.050	**181**	16	0.050	**251**	21	0.051	**321**	26	0.052	**391**	30	0.051
42	6	0.058	**112**	12	0.056	**182**	17	0.054	**252**	21	0.051	**322**	26	0.052	**392**	30	0.051
43	6	0.057	**113**	12	0.055	**183**	17	0.054	**253**	21	0.051	**323**	26	0.052	**393**	30	0.050
44	6	0.055	**114**	12	0.055	**184**	17	0.053	**254**	21	0.050	**324**	26	0.051	**394**	30	0.050
45	6	0.054	**115**	12	0.054	**185**	17	0.053	**255**	21	0.050	**325**	26	0.051	**395**	30	0.050
46	6	0.053	**116**	12	0.054	**186**	17	0.053	**256**	22	0.053	**326**	26	0.051	**396**	31	0.052
47	6	0.052	**117**	12	0.054	**187**	17	0.052	**257**	22	0.053	**327**	26	0.051	**397**	31	0.052
48	6	0.051	**118**	12	0.053	**188**	17	0.052	**258**	22	0.053	**328**	26	0.051	**398**	31	0.052
49	7	0.062	**119**	12	0.053	**189**	17	0.052	**259**	22	0.052	**329**	26	0.051	**399**	31	0.052
50	7	0.061	**120**	12	0.052	**190**	17	0.052	**260**	22	0.052	**330**	26	0.050	**400**	31	0.052
51	7	0.059	**121**	12	0.052	**191**	17	0.051	**261**	22	0.052	**331**	26	0.050	**401**	31	0.051
52	7	0.058	**122**	12	0.051	**192**	17	0.051	**262**	22	0.052	**332**	26	0.050	**402**	31	0.051
53	7	0.057	**123**	12	0.051	**193**	17	0.051	**263**	22	0.052	**333**	27	0.052	**403**	31	0.051
54	7	0.056	**124**	12	0.050	**194**	17	0.051	**264**	22	0.051	**334**	27	0.052	**404**	31	0.051
55	7	0.055	**125**	13	0.056	**195**	17	0.050	**265**	22	0.051	**335**	27	0.052	**405**	31	0.051
56	7	0.054	**126**	13	0.055	**196**	17	0.050	**266**	22	0.051	**336**	27	0.052	**406**	31	0.051
57	7	0.053	**127**	13	0.055	**197**	18	0.054	**267**	22	0.051	**337**	27	0.052	**407**	31	0.051
58	7	0.052	**128**	13	0.054	**198**	18	0.053	**268**	22	0.051	**338**	27	0.052	**408**	31	0.050
59	7	0.051	**129**	13	0.054	**199**	18	0.053	**269**	22	0.050	**339**	27	0.051	**409**	31	0.050
60	7	0.050	**130**	13	0.053	**200**	18	0.053	**270**	22	0.050	**340**	27	0.051	**410**	31	0.050
61	8	0.060	**131**	13	0.053	**201**	18	0.052	**271**	23	0.053	**341**	27	0.051	**411**	31	0.050
62	8	0.059	**132**	13	0.053	**202**	18	0.052	**272**	23	0.053	**342**	27	0.051	**412**	32	0.052
63	8	0.058	**133**	13	0.052	**203**	18	0.052	**273**	23	0.052	**343**	27	0.051	**413**	32	0.052
64	8	0.057	**134**	13	0.052	**204**	18	0.052	**274**	23	0.052	**344**	27	0.051	**414**	32	0.052
65	8	0.056	**135**	13	0.051	**205**	18	0.051	**275**	23	0.052	**345**	27	0.051	**415**	32	0.052
66	8	0.055	**136**	13	0.051	**206**	18	0.051	**276**	23	0.052	**346**	27	0.050	**416**	32	0.051
67	8	0.054	**137**	13	0.051	**207**	18	0.051	**277**	23	0.052	**347**	27	0.050	**417**	32	0.051
68	8	0.053	**138**	13	0.050	**208**	18	0.051	**278**	23	0.052	**348**	27	0.050	**418**	32	0.051
69	8	0.053	**139**	14	0.055	**209**	18	0.050	**279**	23	0.051	**349**	28	0.052	**419**	32	0.051
70	8	0.052	**140**	14	0.055	**210**	18	0.050	**280**	23	0.051	**350**	28	0.052	**420**	32	0.051

10. LIMITATIONS

10.1 **AM-WI** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except by application of the procedure provided for under Section 11.6. Any dispute regarding whether a **AM-WI** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.

10.2 **AM-WI** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **AM-WI**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by TWTC that is contrary to any of its obligations under its interconnection agreement with **AM-WI** or law; (iii) environmental events beyond **AM-WI**'s control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided by **AM-WI** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **AM-WI** and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on TWTC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.

10.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of **AM-WI**'s compliance with the Performance Criteria, or (ii) only suspends **AM-WI**'s ability to timely perform the activity, the applicable time frame in which **AM-WI**'s compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

11. RECORDS AND REPORTS

11.1 **AM-WI** will not levy a separate charge for provision of the data to TWTC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.

11.2 Reports are to be made available to TWTC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.

11.3 TWTC will have access to monthly reports through an interactive Website.

11.4 **AM-WI** will provide billing credits or other payment remittance options as may be ordered by the Commission or FCC for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.

11.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple TWTC affiliates shall not be combined for any purpose under this Appendix.

11.6 **AM-WI** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below unless so ordered by the Commission or the FCC. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Arkansas	$.072M
California	$1.26M
Connecticut	$.168M
Illinois	$.51M
Indiana	$.165M
Kansas	$.101M
Michigan	$.392M
Missouri	$.189M
Nevada	$.024M
Ohio	$.296M
Oklahoma	$.120M
Texas	$.713M
Wisconsin	$.158M

12. AUDITS

12.1 TWTC and **AM-WI** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that TWTC requests such consultation and the issues raised by TWTC have not been resolved within 30 days after TWTC's request for consultation, then **AM-WI** will allow TWTC to commence a mini-audit, at TWTC's expense, upon providing **AM-WI** 5 days advance written notice (including e-mail).

12.2 TWTC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the

same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.

12.3 TWTC will bear the expense of the mini-audits, unless **AM-WI** is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, **AM-WI** will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

13. INITIAL IMPLEMENTATION

13.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of the a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure, unless **AM-WI** is ordered to do so by the Commission or the FCC. During this three-month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

14. PERFORMANCE MEASUREMENTS

14.1 **AM-WI** will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 7.1

herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when **AM-WI** delivers non-compliant performance as defined in 3.1.3. **AM-WI** will also report results for any measurements that have been ordered by the Commission that approved this agreement, liquidated damages shall not apply to such measurements. When the Commission issues an order instituting performance remedies, either party may invoke Section 21 of the General Terms and Conditions of this Agreement. **AM-WI** performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)

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APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE OF TERM

1.1 This Appendix sets forth the terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between **AM-WI** and TWTC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.

1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.

1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.

1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.

1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

1.6 The Parties agree that this Appendix governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between **AM-WI** and TWTC in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the ISP Compensation Order and the Telecommunications Act of 1996.

2. AM-WI DESIGNATIONS

2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.2 **AM-WI** - As used herein, **AM-WI** means the applicable above listed ILEC(s) doing business in Wisconsin.

3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between TWTC and **AM-WI** will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.

3.2 For purposes of this Appendix, until such time that **AM-WI** may choose to invoke the FCC's ISP pricing plan as ordered in FCC 01-131, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:

a. both physically located in the same **AM-WI** Local Exchange Area as defined by the **AM-WI** Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring **AM-WI** Local Exchange Areas, or within an **AM-WI** exchange and an Independent LEC exchange, that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.

3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in **AM-WI**, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing.

3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the

exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area 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 Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.

3.8 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.

3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all 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. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, 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 can not forward the CPN and will not be billed as the default originator.

5. LOCAL CALL TERMINATION

5.1 Until and unless **AM-WI** chooses to invoke the FCC's pricing plan as ordered in FCC 01-131, the compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.

5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:

5.3 Tandem Serving Rate Elements:

5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.

5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.

5.4 End Office Serving Rate Elements:

5.4.1 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between **AM-WI** and TWTC in the monthly billing cycle.

5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6. NON-LOCAL CALL TERMINATION

6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in section 5. above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

6.2 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that section 5. above does not apply, and that the Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

6.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

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9. TRANSIT TRAFFIC COMPENSATION

9.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party’s tandem. A Transiting rate element applies to all MOUs between a Party

and third party networks that transits an **AM-WI** network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. The rates that **AM-WI** shall charge for transiting TWTC traffic are outlined in Appendix Pricing.

9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. 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.

9.3 The TWTC shall not bill **AM-WI** for terminating any Transit traffic, whether identified or unidentified, i.e. whether **AM-WI** is sent CPN or is not sent CPN by the originating company.

9.4 In those **AM-WI**s where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **AM-WI** is the PTC, **AM-WI** shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, **AM-WI** shall reimburse the terminating carrier at **AM-WI**'s applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

9.5 TWTC will establish sufficient direct trunk groups between TWTC and a Third Party's network when TWTC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

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11. INTRALATA 800 TRAFFIC

11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis 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 any interconnection charges for this traffic.

11.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

12. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

12.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

12.3 Billing to Interexchange Carriers (IXCs) and ESPs for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, TWTC is the Initial Billing Company (IBC) and **AM-WI** is the Subsequent Billing Company.

12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

12.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The

exchange of records to accommodate MPB will be on a reciprocal, no charge basis.

12.6 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 or ESP. When **AM-WI** performs 800 database queries, **AM-WI** will charge the end office provider for the database query in accordance with standard industry practices.

12.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

12.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. **AM-WI** acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At TWTC's request, **AM-WI** will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

12.9 **AM-WI** and TWTC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

12.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. INTRALATA TOLL TRAFFIC COMPENSATION

13.1 For intrastate intraLATA toll 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 **AM-WI'**s tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in

the **AM-WI**'s tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

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15. BILLING FOR MUTUAL COMPENSATION -- AM-WI

15.1 In **AM-WI**, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. 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.

15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:

15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and

15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.

15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. 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 a subsequent audit which is to happen within nine (9) months of the initial audit.

16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

16.1 The Parties acknowledge that on April 27, 2001, the FCC released its 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 "ISP Compensation Order.") The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the **AM-WI'**s option to invoke on a date specified by **AM-WI** the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

16.2 **AM-WI** agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the **AM-WI** designates that the FCC's ISP terminating compensation plan shall begin in this state. TWTC agrees that on the date designated by **AM-WI**, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.

16.3 **AM-WI** and TWTC agree to carry out the FCC terminating compensation plan on the date designated by **AM-WI** without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

16.4 Should a regulatory agency, court or legislature change or nullify the **AM-WI'**s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **AM-WI**, TWTC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

16.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

16.6 Because of the possibilities in section 16.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among **AM-WI**, TWTC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

16.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.

16.8 The parties agree to that the foregoing terms, and conditions for the exchange of ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.

16.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252

of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

17. ADDITIONAL TERMS AND CONDITIONS

17.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection 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.

17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between **AM-WI** and TWTC, but that as to the Reciprocal Compensation terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

APPENDIX RECORDING

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APPENDIX RECORDING
(Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which **AM-WI** will provide recording, message processing and message detail services as described in Exhibits I and II are part of this Appendix by reference.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI**, and means the applicable above listed ILECs doing business in Wisconsin.

2. DEFINITIONS

2.1 **"Access Usage Record (AUR)"** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

2.2 **"Assembly and Editing"** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

2.3 **"Billing Company"** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

2.4 "**Billable Message**" - a message record containing details of a completed IXC transported call which is used to bill an end user.

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 **AM-WI** and the Billing Company.

2.6 "**Data Transmission**" - the forwarding by **AM-WI** 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.

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.

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.

2.9 **"Interexchange Carrier Transported**" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.10 "**Local Access and Transport Area (LATA)"** - service areas defined in FCC Docket 78-72.

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.

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.

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 TWTC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **AM-WI**'s internal network or national CMDS.

2.14 **"Record"** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

2.15 **"Recording"** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

2.16 **"Service Switching Point (SSP)"** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

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.

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.

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 an **AM-WI** 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.

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.

3. RESPONSIBILITIES OF THE PARTIES

3.1 **AM-WI** will record all IXC transported messages for TWTC carried over all Feature Group Switched Access Services that are available to **AM-WI** provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **AM-WI** -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **AM-WI.**

3.2 **AM-WI** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **AM-WI**.

3.3 **AM-WI** will provide access usage records that are generated by **AM-WI**.

3.4 Assembly and editing will be performed on all IXC transported messages recorded by **AM-WI**, during the billing period established by **AM-WI** and selected by TWTC.

3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by **AM-WI** and provided to TWTC.

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.

3.7 **AM-WI** will provide message detail to TWTC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.

3.8 In **Exhibit II**, TWTC 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. **AM-WI** reserves the right to limit the frequency of transmission to existing **AM-WI** processing and work schedules, holidays, etc.

3.9 **AM-WI** will determine the number data files required to provide the access usage record detail to TWTC.

3.10 Recorded billable message detail and/or access usage record detail previously provided TWTC and lost or destroyed through no fault of **AM-WI** will not be recovered and made available to TWTC except on an individual case basis at a cost determined by **AM-WI.**

3.11 When **AM-WI** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by TWTC, **AM-WI** will forward those messages to TWTC.

3.12 **AM-WI** will record the applicable detail necessary to generate access usage records and forward them to TWTC for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

4.1 **AM-WI** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by TWTC in accordance with this agreement on a reciprocal, no-charge basis. TWTC agrees to provide any and all Summary Usage Records (SURs) required by **AM-WI** on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

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.

5.2 When **AM-WI** is notified that, due to error or omission, incomplete data has been provided to TWTC, **AM-WI** will make reasonable efforts to locate and/or recover the data and provide it to TWTC at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to TWTC. If written notification is not received within thirty (30) calendar days, **AM-WI** shall have no further obligation to recover the data and shall have no further liability to TWTC.

5.3 If, despite timely notification by TWTC, message detail is lost and unrecoverable as a direct result of **AM-WI** having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, **AM-WI** 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, **AM-WI**'s liability to TWTC shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

5.4 **AM-WI** will not be liable for any costs incurred by TWTC when TWTC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by **AM-WI**.

5.5 TWTC agrees to defend, indemnify, and hold harmless **AM-WI** from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by TWTC, its customers or end users. TWTC shall defend against all End Users' claims just as if TWTC had provided such service to its End Users with its own employees.

5.6 TWTC also agrees to release, defend, indemnify and hold harmless **AM-WI** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by **AM-WI** employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

5.7 TWTC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.

5.8 **AM-WI** 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, **AM-WI** 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.

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.

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 TWTC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to TWTC.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the TWTC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to TWTC.

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 TWTC. 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 TWTC.

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 TWTC. 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 TWTC.

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 TWTC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for CLEC. TWTC 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 TWTC.

Option 12: Recording Company provides tandem function for CLEC. TWTC 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 TWTC.

Option 13: Recording Company provides tandem function for CLEC. TWTC 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 TWTC.

Option 14: Recording Company provides tandem function for CLEC. TWTC 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 TWTC.

Option 15: Recording Company provides tandem function for CLEC. TWTC 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 TWTC.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or access usage records to TWTC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. TWTC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through **AM-WI**'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

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, and/or Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.

1.4 The prices at which SBC agrees to provide TWTC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **AM-WI**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, TWTC may resell other Telecommunications Services offered at retail by **AM-WI** at the discount set forth in Appendix Pricing.

3. TERMS AND CONDITIONS OF SERVICE

3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **AM-WI** to **AM-WI**'s End Users through tariff(s), the rules and regulations associated with **AM-WI**'s retail tariff(s) shall apply when the services are resold by TWTC, 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 **AM-WI** to its End Users.

3.2 TWTC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **AM-WI** retail tariff(s) applicable within that state.

3.3 Except where otherwise explicitly permitted in **AM-WI**'s corresponding retail tariff(s), TWTC 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.

3.4 TWTC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **AM-WI** offers such services (for example, residence service shall not be resold to business End Users).

3.4.1 TWTC 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 TWTC resells services that require certification on the part of the End User, TWTC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by **AM-WI** contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by **AM-WI** retail for the same "special needs service," the End User has previously been certified as eligible for that "special needs service."

3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with an **AM-WI** company, TWTC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. TWTC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **AM-WI** tariff for any "special needs service" it resells to any End User beginning on the date that TWTC submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **AM-WI** retail tariff requirements.

3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with an **AM-WI** company, or if the applicant does not currently have local telephone service, TWTC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with applicable **AM-WI** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.2 This section applies only to **AM-WI.**

3.4.2.1 TWTC may only resell **AM-WI** low income assistance services**, e.g.** LifeLine and Link-Up services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent TWTC resells services that require certification on the part of the End User, TWTC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

3.4.2.2 When the End User is currently receiving **AM-WI** LifeLine and/or Link-Up benefit, the existing **AM-WI** CSR will carry the appropriate service indicator. TWTC may view this indicator on the **AM-WI** CSR.

3.4.2.3 If the indicator described in Section 3.4.2.2 is present on the End User's current retail **AM-WI** CSR, TWTC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.2.1. TWTC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **AM-WI** tariff for LifeLine or Link-Up service it resells to any End User beginning on the date that TWTC submits any order relating to that service. This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **AM-WI** retail tariff requirements.

3.4.2.4 If the indicator described in Section 3.4.2.2 is not present on the CSR for the End User's current retail account with **AM-WI** or if the applicant does not currently have local telephone service, TWTC is responsible for ensuring that the End User is eligible for any LifeLine or Link-Up service in accordance with applicable **AM-WI** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the “Resale” category and in accordance with state specific Commission requirements.

3.5.3 This section applies only to **AM-WI**,:

3.5.3.1 **AM-WI** promotions of ninety (90) days or less are not available to TWTC for resale.

3.6 TWTC shall not use a resold service to avoid the rates, terms and conditions of **AM-WI**'s corresponding retail tariff(s).

3.7 TWTC 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 TWTC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **AM-WI** federal and applicable state tariff(s) will apply to each local exchange line furnished to TWTC under this Appendix for resale.

3.9 To the extent allowable by law, TWTC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to TWTC for resale. TWTC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 **AM-WI** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. TWTC 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 **AM-WI** as the incumbent local exchange carrier.

3.11 When an End User converts existing service to TWTC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the “OTHER (Resale)” category, listed as "conversion charges," and are applied per billable telephone number.

3.11.1 When an End User(s) subscribes to TWTC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

3.11.2 When TWTC 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.

TWTC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."

3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **AM-WI**'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.

3.11.4 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 **AM-WI**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.

3.12 If TWTC is in violation of any provision of this Appendix, **AM-WI** will notify TWTC of the violation in writing. Such notice shall refer to the specific provision being violated. TWTC will have thirty (30) calendar days to correct the violation and notify **AM-WI** in writing that the violation has been corrected. **AM-WI** will bill TWTC a sum equal (i) the charges that would have been billed by **AM-WI** to TWTC or any Third Party but for the stated violation and (ii) the actual revenues TWTC billed its End User(s) in connection with the stated violation, whichever is greater. Should TWTC dispute the stated violation, TWTC must notify **AM-WI** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **AM-WI** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by TWTC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 **AM-WI**'s services are not available at wholesale rates to TWTC for its own use or for the use of any of TWTC's affiliates and/or subsidiaries or the use of TWTC's parent or any affiliate and/or subsidiary of TWTC's parent company, if any.

3.14 This section applies only to **AM-WI**:

3.14.1 **AM-WI** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.14.2 Subject to the provisions of Section 3.14.1, the following shall apply:

3.14.2.1 **AM-WI** tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost docket.

3.14.2.2 **AM-WI** Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.14.3 If TWTC elects to terminate a **AM-WI** retail contract which TWTC had previously assumed, TWTC will be assessed the applicable termination charges remaining unless TWTC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount TWTC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 Where available, **AM-WI** will afford TWTC's End Users the ability to make 911 calls. TWTC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by **AM-WI**, TWTC shall provide **AM-WI** with accurate and complete information regarding TWTC's End User(s) in a format and time frame prescribed by **AM-WI** for purposes of E911 administration.

4.1.1 Should any TWTC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

4.2 Subject to **AM-WI**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **AM-WI** will include in appropriate White Pages directories the primary alphabetical listings of all TWTC End Users located within the local directory scope. The rules, regulations and **AM-WI** practices are subject to change from time to time.

4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by TWTC for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 TWTC hereby releases **AM-WI** from any and all liability for damages due to errors or omissions in TWTC's End User listing information as provided to **AM-WI** under this Appendix, and/or TWTC'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.

4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, TWTC shall indemnify, protect, save harmless and defend **AM-WI** and **AM-WI**'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 TWTC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. TWTC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against TWTC and **AM-WI**, and/or against **AM-WI** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in TWTC's End User listing information in the White Pages directory, **AM-WI** may, at its option, assume and undertake its own defense, or assist in the defense of the TWTC, in which event the TWTC shall reimburse **AM-WI** for reasonable attorney's fees and other expenses incurred by **AM-WI** in handling and defending such demand, claim and/or suit.

4.5 Each TWTC subscriber will receive one copy per primary End User listing of **AM-OH**'s White Pages directory in the same manner and at the same time that they are delivered to **AM-WI**'s subscribers during the annual delivery of newly published directories**.** For White Page directories and/or White Page directories that are co-bound with Yellow Pages, TWTC may provide to **AM-WI** written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, **AM-WI** will deliver the remaining directories included in the TWTC's order in bulk to an address specified by the TWTC.

4.5.1 If TWTC's End User already has a current **AM-WI** local White Pages directory, **AM-WI** 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.

4.6 Subject to any blocking that may be ordered by TWTC for its End Users', to the extent Directory Assistance (DA) services are provided to **AM-WI** End Users, **AM-WI** shall provide TWTC's End Users access to **AM-WI** Directory Assistance services. TWTC shall pay **AM-WI** the charges attributable to Directory Assistance services utilized by TWTC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.

4.7 **AM-WI** will provide TWTC with 1/8th page in each directory (where the TWTC has or plans to have local telephone exchange customers) for the TWTC to include TWTC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, TWTC shall provide **AM-WI** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of TWTC's camera-ready copy shall be subject to **AM-WI** approval. In those directories in which **AM-WI** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at TWTC's request, subject to the guidelines set forth above.

4.8 At its request, TWTC may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area where TWTC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than **AM-WI** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the TWTC shall provide to **AM-WI** the "Informational Page" in the form of camera-ready copy.

4.9 Except where expressly stated the terms and conditions for including TWTC End User listings in **AM-WI** White Page directories as well as distribution of such directories to TWTC and/or TWTC End User's is a product offering available through a non-regulated subsidiary of **AM-WI**.

4.10 Subject to any blocking that may be ordered by TWTC for its End Users', **AM-WI** will provide access to Operator Services ("OS") to TWTC's End Users to the same extent it provides OS to its own End Users. TWTC shall pay the charges associated with the utilization of OS by TWTC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.

4.11 **AM-WI** shall also offer TWTC the opportunity to customize route its End Users' DA/OS calls where technically feasible. TWTC must have dedicated transport at each End Office where customized routing is requested. TWTC agrees to pay **AM-WI** appropriate charges associated with customized routing on an ICB basis.

4.12 Payphone Services

4.12.1 TWTC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by TWTC by means of reselling **AM-WI**'s services offered pursuant to the appropriate payphone section(s) of **AM-WI**'s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier

Docket No. 96-128, the FCC ordered **AM-WI** to compensate PSP customers of TWTCs that resell **AM-WI**'s services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

4.12.2 The Parties desire that **AM-WI** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of TWTC by paying the Payphone Compensation to TWTC, who will then forward the Payphone Compensation directly to the PSPs.

4.12.3 **AM-WI** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **AM-WI** will pay Payphone Compensation to TWTC only for:

4.12.3.1 IntraLATA subscriber 800 calls for which **AM-WI** provides the 800 service to the subscriber and carries the call; and

4.12.3.2 IntraLATA calls placed using **AM-WI**'s prepaid calling card platform and carried by **AM-WI**.

4.12.4 **AM-WI** will not pay any Payphone Compensation for non-sent paid calls.

4.12.5 **AM-WI** will pay TWTC the Payphone Compensation due to TWTC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **AM-WI** deems it necessary to investigate a call or calls for possible fraud.

4.12.6 **AM-WI** will make payment of any Payphone Compensation due to TWTC under this Appendix by crediting TWTC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **AM-WI** will not issue a check to TWTC if the credit for Payphone Compensation exceeds the balance due to **AM-WI** on the bill.

4.12.7 Nothing in this Appendix entitles TWTC to receive or obligates **AM-WI** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

4.12.8 TWTC represents and warrants that the only **AM-WI** services that TWTC will make available to PSPs as Payphone Lines are the payphone services that **AM-WI** offers pursuant to the appropriate payphone section(s) of **AM-**

WI's state specific tariff(s) applicable in each state covered by this Appendix.

4.12.9 Except as provided otherwise in this Section 4.9.9, TWTC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the TWTC's customer for that Payphone Line. TWTC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **AM-WI** pays any Payphone Compensation to TWTC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then TWTC shall pay the entire amount of such Payphone Compensation to the PSP that is TWTC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **AM-WI**.

4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, TWTC shall indemnify, protect, save harmless and defend **AM-WI** and **AM-WI**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

4.12.10.1 TWTC's failure to comply with all the terms and conditions of this Appendix; or

4.12.10.2 Use by a PSP customer of TWTC of any service other than a Payphone Line to provide pay telephone service; or

4.12.10.3 False representation by TWTC.

4.13 Suspension of Service

4.13.1 TWTC 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.

4.13.2 **AM-WI** will offer TWTC local service provider initiated suspension service for TWTC's purposes at the associated **AM-WI** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific TWTC Handbooks.

4.13.2.1 TWTC 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.

4.13.2.2 Should TWTC 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, TWTC 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.

4.13.2.3 Should TWTC suspend service for one of its End Users and subsequently issue a restoral order, TWTC 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.

5. BRANDING

5.1 Except where otherwise required by law, TWTC shall not, without **AM-WI**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **AM-WI** or its Affiliates, nor shall TWTC state or imply that there is any joint business association or similar arrangement with **AM-WI** in the provision of Telecommunications Services to TWTC's customers.

5.2 Branding Requirements

5.2.1 Where technically feasible and/or available, **AM-WI** will brand Operator Services (OS) and/or Directory Assistance (DA) in TWTC's name as outlined below:

5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

5.2.2 Where **AM-WI** provides TWTC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since **AM-WI**'s DA and OS utilize the same trunk group, TWTC will receive the same brand for both DA and OS.

5.2.3 TWTC agrees and warrants that it will provide to **AM-WI** a name to be used for branding covered by this Appendix that matches the name in which TWTC is certified to provide local Telecommunications Services by the applicable state Commission.

5.3 Call Branding

5.3.1 **AM-WI** will brand OS/DA in TWTC's name based upon the information provided by TWTC and as outlined below:

5.3.1.1 **AM-WI –** TWTC will provide written specifications of its company name to be used by **AM-WI** to brand TWTC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. TWTC attests that it has been provided a copy of the OSQ.

5.4 Branding Load Charges:

AM-WI – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of TWTC specific branding. In addition, a per call charge applies for every OS call handled by **AM-WI** on behalf of TWTC when such services are provided in conjunction with the purchase of **AM-WI** 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.

6. OS/DA RATE/REFERENCE INFORMATION

6.1 TWTC will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

6.2 TWTC will inform **AM-WI**, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. TWTC acknowledges that it is responsible to provide **AM-WI** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of TWTC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either TWTC's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

6.4 When an **AM-WI** Operator receives a rate request from a TWTC End User, where technically feasible and available, **AM-WI** will quote the applicable OS/DA rates as provided by the TWTC.

6.4.1 **AM-WI** – In the interim, when an Operator receives a rate request from a TWTC End User, **AM-WI** will transfer the TWTC End User to a customer care number specified by the TWTC on the OSQ. When **AM-WI** has the

capability to quote specific TWTC rates and reference information, the Parties agree that the transfer option will be eliminated.

7. RESPONSIBILITIES OF AM-WI

7.1 **AM-WI** shall allow TWTC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **AM-WI** shall provide interface specifications for electronic access for these functions to TWTC. However, TWTC shall be responsible for modifying and connecting any of its systems with **AM-WI**-provided interfaces, as outlined in Appendix OSS.

7.2 **AM-WI** shall implement TWTC service orders within the same time intervals **AM-WI** uses to implement service orders for similar services for its own End Users.

7.2.1 Methods and procedures for ordering are outlined in the TWTC Handbook, available on-line, as amended by **AM-WI** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.3 TWTC will have the ability to report trouble for its End Users to the appropriate **AM-WI** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. TWTC will be assigned customer contact center(s) when initial service agreements are made. TWTC End Users calling **AM-WI** will be referred to TWTC at the number provided by TWTC. Nothing herein shall be interpreted to authorize TWTC to repair, maintain, or in any way touch **AM-WI**'s network facilities, including those on End User premises.

7.3.1 Methods and procedures for trouble reporting are outlined in the TWTC Handbook, available on-line, as amended by **AM-WI** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.4 **AM-WI** will provide TWTC with detailed billing information necessary for TWTC to issue bill(s) to its End User(s). TWTC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should TWTC elect to subscribe to the DUF, TWTC agrees to pay **AM-WI** the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."

7.5 **AM-WI** shall make Telecommunications Services that **AM-WI** 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. **AM-WI** will notify TWTC of any changes in the terms and conditions under which **AM-WI** 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, within sixty (60) calendar days of the expected effective date of such change.

7.5.1 **AM-WI** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to TWTC for resale shall advise TWTC of the category in which such new service shall be placed, and the same discount already applicable to TWTC in that category shall apply to the new service.

7.6 TWTC's End User's activation of Call Trace shall be handled by the **AM-WI** operations centers responsible for handling such requests. **AM-WI** shall notify TWTC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of TWTC's End Users (whether that End User is the victim or the suspect) will be coordinated through TWTC.

7.6.1 TWTC 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 TWTC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, TWTC shall indemnify **AM-WI** against any Claim that insufficient information led to inadequate prosecution.

7.6.2 **AM-WI** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

8. RESPONSIBILITIES OF TWTC

8.1 Prior to submitting an order under this Appendix, TWTC 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. **AM-WI** shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **AM-WI** or TWTC that the End User requests local exchange service, 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.

8.2.1 **AM-WI** 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. TWTC shall make any such authorization it has obtained available to **AM-WI** upon request and at no charge.

8.3 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, **AM-WI** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If **AM-WI**, on behalf of TWTC, agrees to investigate an alleged incidence of slamming, **AM-WI** shall charge TWTC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."

8.5 Should **AM-WI** receive an order from TWTC for services under this Appendix, and **AM-WI** is currently providing the same services to another local service provider for the same End User, TWTC agrees that **AM-WI** may notify the local service provider from whom the End User is being converted of TWTC's order coincident with or following processing TWTC's order. It shall then be the responsibility of the former local service provider of record and TWTC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLEC's or from **AM-WI**.

8.5.1 If **AM-WI** receives an order from another local service provider to convert services for an End User for whom TWTC is the current local service provider of record, and if TWTC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **AM-WI** shall notify TWTC of such order coincident with or following processing such order. It shall be the responsibility of TWTC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLEC's or from **AM-WI**.

8.5.2 On no less than sixty (60) calendar days advance written notice, TWTC may, at its option, subscribe to the LDR. **AM-WI** will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working

Telephone Number ("WTN"), and terminal number of all End Users who have disconnected TWTC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. TWTC shall pay **AM-WI** for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." TWTC agrees that **AM-WI** may change the per WTN charge, at **AM-WI**'s sole discretion, so long as **AM-WI** provides TWTC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **AM-WI** grants to TWTC a non-exclusive right to use the LDR information provided by **AM-WI**. TWTC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

8.6 TWTC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at TWTC's location and its End Users' service locations; provided, however, TWTC shall not be responsible for payment of charges for any retail services furnished by **AM-WI** directly to End Users and billed by **AM-WI** directly to End Users.

8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **AM-WI** for billing to resold End User accounts will be returned as unbillable and will not be passed to TWTC 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 **AM-WI**.

8.7 **AM-WI** 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 TWTC. All applicable rates and charges for services provided to TWTC under this Appendix will be billed directly to TWTC and shall be the responsibility of TWTC; provided, however, that TWTC shall not be responsible for payment of charges for any retail services furnished by **AM-WI** directly to End Users and billed by **AM-WI** directly to End Users.

8.7.1 Charges billed to TWTC for all services provided under this Appendix shall be paid by TWTC regardless of TWTC's ability or inability to collect from its End Users for such services.

8.8 If TWTC 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 Appendix and pay any applicable charges. It is the responsibility of TWTC to order the appropriate toll restriction or blocking on lines resold to End Users. TWTC 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. TWTC 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.

8.9 TWTC shall be responsible for modifying and connecting any of its systems with **AM-WI**-provided interfaces as described in this Appendix and Appendix OSS.

8.10 TWTC shall be responsible for providing to its End Users and to **AM-WI** a telephone number or numbers that TWTC's End Users may use to contact TWTC in the event that the End User desires a repair/service call.

8.10.1 In the event that TWTC's End Users contact **AM-WI** with regard to repair requests, **AM-WI** shall inform such End Users to call TWTC and may provide TWTC's contact number.

8.11 TWTC acknowledges and agrees that, in the event TWTC makes any "TWTC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, TWTC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

8.12 TWTC will provide forecasts to **AM-WI** every January and July using the **AM-WI** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on TWTC's best estimates and will include all resale products TWTC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 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.

APPENDIX FOR ACCESS

TO SBC COMMUNICATION INC.'S STRUCTURE

(POLES, CONDUITS, AND RIGHTS OF WAYS)

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APPENDIX FOR ACCESS TO SBC COMMUNICATION INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS OF WAYS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI** means the above listed ILECs doing business in Wisconsin.

1.4 **THIS SECTION INTENTIONALLY LEFT BLANK.**

2. DEFINITIONS

2.1 Definitions in general. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.2 to 2.14 except as the context otherwise requires.

2.2 Conduit. The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **AM-WI** structures (such as huts and cabinets) which branch off from or are connected to **AM-WI**'s conduit.

2.3 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment

vaults, or other **AM-WI** structures (such as huts and cabinets) which branch off from or are connected to **AM-WI**'s conduit.

2.4 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.

2.5 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of **AM-WI**'s conduit system and does not refer to handholes which provide access to buried cables not housed within **AM-WI** ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by **AM-WI** and does not include cables and other telecommunications equipment located within handhole structures.

2.6 Occupancy Permit. The term "occupancy permit" refers to a written instrument confirming that **AM-WI** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.

2.7 Maintenance Duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an **AM-WI** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

2.8 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare **AM-WI**'s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.

2.9 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of **AM-WI**'s conduit system. As used in this Appendix, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.

2.10 Other User. The term "Other User" refers to entities, other than the Attaching Party, with facilities on an **AM-WI** pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include **AM-WI**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **AM-WI**'s poles, ducts, conduits or rights-of-ways).

2.11 Overlashing. The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.

2.12 Pole. The term "pole" refers to poles (and associated anchors) which are owned or controlled by **AM-WI** and does not include cables and other telecommunications equipment attached to pole structures.

2.13 Rights-of-way. The term "rights-of-way" refers to **AM-WI** owned or controlled legal rights to pass over or through property of another party and used by **AM-WI** for its telecommunications distribution system. For purposes of this Appendix, "rights-of-way" includes property owned by **AM-WI** and used by **AM-WI** for its telecommunications distribution facilities. Rights-of-way does not include:

2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,

2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or

2.13.3 any space which is owned and controlled by a third-party property owner and occupied by **AM-WI** with permission from such owner rather than as a matter of legal right.

2.14 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF APPENDIX

3.1 This Appendix establishes the rates, terms, conditions, and procedures by which **AM-WI** shall provide non-discriminatory access to **AM-WI**'s Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix:

3.1.1 **AM-WI**'s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **AM-WI**'s central offices;

3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

3.1.3 ducts and conduits located within buildings owned by **AM-WI**; and

3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **AM-WI** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **AM-WI**'s network distribution operations.

3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.

3.3 No Effect on **AM-WI**'s Right to Abandon, Convey or Transfer Structure Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect **AM-WI**'s right to abandon, convey, or transfer to any other person or entity **AM-WI**'s interest in any of **AM-WI**'S Structure. **AM-WI** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

4.1 Effective Date. This Appendix shall be effective as of the _____ day of _____, 2002, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the parties, the date of approval by the Commission of the interconnection agreement, whichever date first occurs.

4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Appendix shall run from the effective date until the end of the calendar year which includes the effective date. In the event this

Appendix is entered into as a part of an interconnection agreement, this Appendix shall terminate upon the termination of the interconnection agreement of which this is apart.

4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Appendix shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the interconnection agreement renews, if a part of the interconnection Appendix.

4.4 Elective Termination. Either party may terminate this Appendix by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given.

4.5 Elective Termination by **AM-WI** . Attaching Party shall, within 60 days after the effective date of the elective termination by **AM-WI**, either initiate negotiations for continued access to **AM-WI**'s poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Appendix.

4.6 Effect of Elective Termination. Elective termination of this Appendix by Attaching Party, as permitted under Section 4 of this Appendix, shall not affect Attaching Party's liabilities and obligations incurred under this Appendix prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to **AM-WI** under this Appendix, less costs associated with the Attaching Party's termination. Elective termination of this Appendix by **AM-WI** shall not affect **AM-WI**'s obligations to afford access to **AM-WI**'s poles, ducts, conduits, and rights-of-way owned or controlled by **AM-WI** as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

5. GENERAL PROVISIONS

5.1 Entire Appendix. This Appendix, together with the interconnection agreement, if any, of which this Appendix is a part, and the Guidelines for Access as referenced in the SBC CLEC Handbook to **AM-WI** Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and Appendix of the parties.

5.2 Prior Agreements Superseded. This Appendix supersedes all prior Agreements and understandings, whether written or oral, between

Attaching Party and **AM-WI** relating to the placement and maintenance of Attaching Party's facilities on and within **AM-WI**'s poles, ducts, and conduits within this State.

5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Appendix, the terms and conditions of this Appendix shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Appendix, any obligations of either party under provisions of this Appendix relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Appendix which, by their terms, are contemplated to survive (or be performed after) termination of this Appendix, will survive the termination of this Appendix.

5.5 Multiple Counterparts. This Appendix may be executed in multiple counterparts.

5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Appendix, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.

5.7 Force Majeure. Except as otherwise specifically provided in this Appendix, neither party will be liable for any delay or failure in performance of any part of this Appendix 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, disputes, 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, however, that 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 condition 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.

5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable

statute or rule of law, and such invalidity does not materially alter the essence of this Appendix as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Appendix shall be administered as if it did not contain the invalid provision.

5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Appendix, the validity of this Appendix, 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 poles are located and applied without regard to the provisions of such state's laws relating to conflicts-of-laws.

5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Appendix to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.

5.11 The parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. DISCLAIMER OF WARRANTIES

6.1 **AM-WI** MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **AM-WI**'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **AM-WI**'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

7.1 In the event that this Appendix is a part of an interconnection agreement between the Parties, the dispute resolution provisions of the interconnection agreement shall apply to disputes under this Appendix.

8. INDEMNIFICATION

8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.

8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any Claims arising out of:

8.2.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties' interconnection agreement, if any;

8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;

8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or

8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.

8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of **AM-WI**'s Structure.

8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.

8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.

8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.

8.8 Indemnification for Environmental Claims.

8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising 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

8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or

8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.

8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with 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 the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any **AM-WI** pole, duct, conduit, or right-of-way.

8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any **AM-WI** pole, duct, conduit, or right-of-way.

8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

8.9 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold **AM-WI** harmless from any and all Claims, of every kind and character, made, brought, or sought against **AM-WI** by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:

8.9.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on **AM-WI** due to the placement or presence of Attaching Party's facilities on or within **AM-WI**'s poles, ducts, conduits, or rights-of-way; or

8.9.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

8.10 Attaching Party's General Indemnity Obligations to **AM-WI**. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against **AM-WI** pursuant to this Appendix or other provisions in the parties' interconnection Appendix, if any. Except as otherwise expressly provided in this Appendix to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold **AM-WI** harmless from any and all

Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **AM-WI**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Appendix, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **AM-WI**'s poles, ducts, conduits, or rights-of-way.

8.11 **AM-WI**'s General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **AM-WI**'s enforcement of its rights against Attaching Party pursuant to this Appendix or other provisions in the parties' interconnection Agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, **AM-WI** shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with **AM-WI**'s access to or use of **AM-WI**'s poles, ducts, conduits, or rights-of-way, **AM-WI**'s performance of any acts authorized under this Appendix, or the presence or activities of **AM-WI**'s employees or other personnel acting on **AM-WI**'s behalf on, within, or in the vicinity of **AM-WI**'s poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

9.1 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

9.2 **AM-WI** Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to **AM-WI** Structure **AM-WI** does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.4 or in instances of **AM-WI's** negligence or intentional misconduct, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to **AM-WI**'s poles or placed in **AM-WI**'s Structure and **AM-WI** shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.3. In no event shall **AM-WI** be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any **AM-WI** pole, duct, conduit, or right-of-way in any capacity other than as a **AM-WI** employee or person acting on **AM-WI**'s behalf. In no event shall either party be liable to the other under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on either party's behalf, cable cuts by persons other than either party's employees or persons acting on either party's behalf, or other causes beyond either party's control which occur at sites subject to this Appendix.

9.3 Damage to Facilities. Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.

9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

10. INSURANCE

10.1 At all times in which the Attaching Party has attachments to **AM-WI** poles, or is occupying **AM-WI** conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum

insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Appendix.

10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix 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.

10.1.2 Commercial General Liability insurance with minimum limits of: $10,000,000 General Aggregate limit; $5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $10,000,000 Products/Completed Operations Aggregate limit, with a $5,000,000 each occurrence sub-limit for Products/Completed Operations.

10.1.3 Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.

10.2 Attaching Party agrees to name **AM-WI** as an Additional Insured as its interest may appear in this Agreement on the Commercial General Liability policy and Commercial Automobile Liability Policy.

10.3 **AM-WI** agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to **AM-WI** its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Appendix or the employer's state of hire; and

10.3.2 Automobile liability: Attaching Party shall submit to **AM-WI** a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and

10.3.3 General liability: Attaching Party must provide evidence acceptable to **AM-WI** that it maintains at least an investment

grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

10.4 All insurance required in accordance with this section must be in effect before **AM-WI** will issue pole attachment or conduit occupancy permits under this Appendix.

10.5 Attaching Party agrees to provide **AM-WI** with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

11. ASSIGNMENT OF RIGHTS

11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.

11.1.1 **AM-WI** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **AM-WI** or which acquires or succeeds to ownership of substantially all of **AM-WI**'s assets.

11.1.2 Overlashing of Attaching Party's facilities on **AM-WI** poles by a third party will be allowed under the following conditions:

11.1.2.1 The Overlashing entity must enter into an Appendix with **AM-WI** for access to **AM-WI** Structures and abide by the terms and conditions of such an Occupancy Permit.

11.1.2.2 The Overlashing entity must obtain written approval from the Attaching Party and provide a copy to **AM-WI** prior to submitting a request for access to structure.

11.1.2.3 The Overlashing party must submit a written request for access to structure, and indicate on the request that the request is for Overlashing of an existing attachment of the Attaching Party.

11.1.2.4 The Overlashing entity is responsible for paying the fees for Overlashing in APPENDIX PRICING which

are separate and in addition to the fees paid by the Attaching Party.

11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without **AM-WI**'s consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the appendix and provide proof satisfactory to **AM-WI** that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Appendix and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Appendix (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Appendix, including liability to **AM-WI** for any act, omission, default, or obligation that arose or occurred under the Appendix prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Appendix, as applicable.

11.1.4 No assignment or transfer by Attaching Party of rights under this Appendix, occupancy permit subject to this Appendix, or authorizations granted under this Appendix shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured **AM-WI**'s prior written consent to the assignment or transfer, if necessary, and given **AM-WI** notice of the assignment or transfer pursuant to Section 11.3.

11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger,

acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by **AM-WI** in writing, no assignment permitted by **AM-WI** under this Appendix shall relieve Attaching Party of any obligations arising under or in connection with this Appendix, including but not limited to indemnity obligations under Section 8 of this Appendix or this Agreement.

11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. **AM-WI** may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Appendix and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Appendix.

11.5 Sub-Permits Prohibited. Nothing contained in this Appendix shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Appendix or occupancy permits subject to this Appendix to any third party. Except as otherwise expressly permitted in this Appendix, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Appendix and all occupancy permits subject to this Appendix shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in Wisconsin, ceases to have authority to provide or ceases to provide cable television services in Wisconsin (if Attaching Party is cable television system having access to **AM-WI**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in Wisconsin (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in Wisconsin), or ceases to make active use of **AM-WI**'s poles, ducts, conduits, and rights-of-way.

12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's

permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **AM-WI**'s Structure shall not materially interfere with or impair service over any facilities of **AM-WI** or any Other User, cause material damage to **AM-WI**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **AM-WI** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **AM-WI**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **AM-WI** may limit, terminate or refuse access if Attaching Party violates this provision.

12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.

12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and

12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a

waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

14.1 Information Provided by Attaching Party to **AM-WI**. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to **AM-WI** in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **AM-WI** facilities. This article does not limit the use by **AM-WI** of aggregate information relating to the occupancy and use of **AM-WI**'s Structure by firms other than **AM-WI** (that is, information submitted by Attaching Party and aggregated by **AM-WI** in a manner that does not directly or indirectly identify Attaching Party).

14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **AM-WI** in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.

14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **AM-WI** and persons acting on **AM-WI**'s behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:

14.3.1 posting information, as necessary, to **AM-WI**'s outside plant records;

14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **AM-WI**'s Structure and any **AM-WI** facilities located on, within, or in the vicinity of such Structure;

14.3.3 performing **AM-WI**'s obligations under this Agreement and similar agreements with third parties;

14.3.4 determining which of **AM-WI**'s Structure are (or may in the future be) available for **AM-WI**'s own use, and making planning, engineering, construction, and budgeting decisions relating to **AM-WI**'s Structure;

14.3.5 preparing cost studies;

14.3.6 responding to regulatory requests for information;

14.3.7 maintaining **AM-WI**'s financial accounting records; and

14.3.8 complying with other legal requirements relating to Structure.

14.4 Defense of Claims. In the event of a dispute between **AM-WI** and any person or entity, including Attaching Party, concerning **AM-WI**'s performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, either Party may utilize confidential or proprietary information submitted in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that **AM-WI** shall not disclose Attaching Party's proprietary or confidential information without first, at **AM-WI**'s option:

14.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information; or

14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding **AM-WI** from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that **AM-WI** shall not disclose Attaching

Party's proprietary or confidential information without first, at **AM-WI**'s option:

14.5.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

15.1 To the extent **AM-WI** has the authority to do so, **AM-WI** grants Attaching Party a right to use any right-of-way for **AM-WI** poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on **AM-WI**'s poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the **AM-WI** pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by **AM-WI** does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

15.3 Access to Rights-of-Way Generally. At locations where **AM-WI** has access to third-party property pursuant to non-exclusive rights-of-way, **AM-WI** shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access

to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where **AM-WI** has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, **AM-WI** shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits **AM-WI** to provide such access, and provided further that **AM-WI**'s charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by **AM-WI** to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by **AM-WI** in obtaining the right-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to **AM-WI**'s poles or occupying space in **AM-WI**'s ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.

16.1.1 **THIS SECTION INTENTIONALLY LEFT BLANK.**

16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,

16.2.5 the **AM-WI** Structure Access Guidelines in the SBC CLEC Handbook.

16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **AM-WI**'s manholes and access to **AM-WI**'s conduit system.

16.3.1 Attaching Party will notify **AM-WI** not less than 5 business days in advance before entering **AM-WI**'s conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. Notwithstanding the foregoing, no notice shall be required in emergency situations. However, in the event of an emergency, notice and a general description of the opening or access to these facilities shall be provided **AM-WI** within 5 days of such emergency event.

16.3.2 An authorized employee or representative of **AM-WI** may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within **AM-WI**'s conduit system at no additional cost to Attaching Party unless otherwise agreed to by the Parties. Attaching Party shall reimburse **AM-WI** for costs associated with the presence of **AM-WI**'s authorized employee or representative.

16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 **AM-WI** will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of **AM-WI**'s Structure. Upon request, **AM-WI** will meet with the Attaching Party to clarify matters relating to maps, records or additional information. **AM-WI** does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of **AM-WI**, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to **AM-WI**'s Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 **AM-WI** will provide information currently available on the **AM-WI**'s maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on **AM-WI**'s maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on **AM-WI**'s maps;

17.3.3 the footage between poles, if shown on **AM-WI**'s maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 **AM-WI** will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by **AM-WI**.

17.5 **AM-WI** will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified **AM-WI** poles or placing facilities within specified **AM-WI** ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to **AM-WI** the appropriate **AM-WI** request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific **AM-WI** Structure.

18.3 Make-Ready Survey. A Make-Ready survey must be completed by **AM-WI** or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable **AM-WI** to

18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to **AM-WI** structures;

18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare **AM-WI**'s poles,

ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and

18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

19.1 Selection of Space. **AM-WI** will select or approve the Attaching Party's selection of the space Applicant will occupy on **AM-WI**'s poles or in **AM-WI**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by **AM-WI**, Attaching Party, and other parties entitled to access underapplicable law.

19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **AM-WI**, the pole, duct, and conduit space selected and/or approved by **AM-WI** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**

19.2.3 **AM-WI** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **AM-WI** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **AM-WI** record if **AM-WI** has not occupied such assigned space within such 12 month period.

19.2.4 **THIS SECTION INTENTIONALLY LEFT BLANK.**

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to **AM-WI** Structure, **AM-WI** shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, **AM-WI** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. **AM-WI** will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

20.2 If access is granted the response will further advise Attaching Party in writing of:

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare **AM-WI**'s Structure, and

20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either

20.3.1 submit payment for the estimate authorizing **AM-WI** or its contractor to complete the make-ready work; or

20.3.2 advise **AM-WI** of its willingness to perform the proposed make-ready work itself if permissible in the application area.

20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with **AM-WI**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **AM-WI** or **AM-WI**'s contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **AM-WI**'s Structures or interferes with any existing use of **AM-WI**'s facilities or the facilities of any Other User.

20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to **AM-WI**'s poles or occupying space in **AM-WI**'s conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in **AM-WI**'s poles, ducts, conduits and rights of ways.

20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to **AM-WI** for the use of such additional capacity. If **AM-WI** utilizes additional space or capacity created at Attaching Party's expense, **AM-WI** will reimburse Attaching Party on a pro-rata basis for **AM-WI**'s share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. **AM-WI** will notify the Attaching Party if any entity, including **AM-WI**, attaches facilities to additional capacity on **AM-WI**'s Structure created at the Attaching Party's expense. **AM-WI** shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

20.7 If Attaching Party utilizes space or capacity on any **AM-WI** Structure created at **AM-WI**'s expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of **AM-WI**'s capacity creation costs.

20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, **AM-WI** will issue an occupancy permit confirming that Attaching Party may attach specified facilities to **AM-WI**'s Structure.

20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will considered available for use by **AM-WI** or Other User.

20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by **AM-WI** to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to **AM-WI**'s poles and the placement of such facilities in **AM-WI**'s ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **AM-WI** with a construction schedule and thereafter keep **AM-WI** informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within **AM-WI**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by **AM-WI**. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify **AM-WI** of such use and must either vacate the maintenance duct within 30 days or, with **AM-WI**'s consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

23.1 Notification of Planned Modifications. Attaching Party shall notify **AM-WI** in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a **AM-WI** Structure. The notice shall contain sufficient information to enable **AM-WI** to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.

23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same **AM-WI** Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with **AM-WI** and other users in making rearrangements to **AM-WI** Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.

24.2 Whenever feasible, **AM-WI** shall give Attaching Party not less than 60 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, **AM-WI** will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

25.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of

any kind with respect to the other party's facilities or the facilities of joint users.

25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify **AM-WI** within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the **AM-WI** conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **AM-WI**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.

25.2 Designation of Emergency Repair Coordinators and Other Information. For each **AM-WI** construction district, Attaching Party shall provide **AM-WI** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify **AM-WI** of changes to such information.

25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **AM-WI**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.

25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

25.3.3 **AM-WI** shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by **AM-WI** on a nondiscriminatory basis in accordance with the principles set forth in this section.

25.4 Emergency Pole Replacements.

25.4.1 When emergency pole replacements are required, **AM-WI** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

25.4.2 If notified by **AM-WI** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **AM-WI** replacement pole, the transfer shall be in accordance with **AM-WI**'s placement instructions.

25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **AM-WI** and thereby authorize **AM-WI** (or any Other User sharing the pole with **AM-WI**) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.

25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse **AM-WI** for the costs incurred by **AM-WI** for work performed by **AM-WI** on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY AM-WI OF ATTACHING PARTY'S FACILITIES

26.1 Post-Construction Inspections. **AM-WI** will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to **AM-WI**'s Structures for the purpose of determining the conformance of the attachments to the occupancy permit. **AM-WI** will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany **AM-WI** on the post-construction inspection.

26.2 Right to Make Periodic or Spot Inspections. **AM-WI** shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to **AM-WI**'s Structure. These inspections will not be made more often than once every 2 years unless in **AM-WI**'s judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.

26.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, **AM-WI** may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to **AM-WI**'s

Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to **AM-WI** and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in **AM-WI**'s Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.

27.2 Removal of Untagged Facilities. **AM-WI** may, upon notice to any person or entity occupying the Structure and the expiration of 15 days, remove from **AM-WI**'s poles or any part of **AM-WI**'s conduit system the Attaching Party's facilities, if **AM-WI** determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on **AM-WI**'s poles or in **AM-WI**'s conduit system.

27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to **AM-WI**'s poles or anchors or within any part of **AM-WI**'s conduit system, **AM-WI**, without prejudice to other rights or remedies available to **AM-WI** under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Appendix.

27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Appendix, Attaching Party shall acknowledge receipt of the notice and submit to **AM-WI**, in writing, an application for a new or amended occupancy permit with respect to such facilities.

27.5 Approval of Request and Retroactive Charges. If **AM-WI** approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to **AM-WI** for all fees and charges associated with the unauthorized attachments as specified in Section 27.6 of this Appendix. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by **AM-WI** of any of its rights or privileges under this Appendix or otherwise.

27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from **AM-WI**'s poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable **AM-WI** licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by **AM-WI** of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at **AM-WI**'s request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to **AM-WI** or another Other User, and shall pay **AM-WI** for all costs incurred by **AM-WI** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.

27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, **AM-WI** shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, **AM-WI** may, at **AM-WI**'s option, remove Attaching Party's facilities at Attaching Party's expense.

27.8 No Ratification of Unpermited Attachments or Unauthorized Use of **AM-WI**'s Facilities. No act or failure to act by **AM-WI** with regard to any unauthorized attachment or occupancy or unauthorized use of **AM-WI**'s Structure shall be deemed to constitute a ratification by **AM-WI** of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

28.1 When Applicant no longer intends to occupy space on a **AM-WI** pole or in a **AM-WI** duct or conduit, Applicant will provide written notification to

AM-WI that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.

28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from **AM-WI**'s Structure.

28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to **AM-WI**'s manholes.

28.1.3 Applicant shall be solely responsible for the removal of its own facilities from **AM-WI**'s Structure.

28.2 At **AM-WI**'s request, Attaching Party shall remove from **AM-WI**'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide satisfactory proof to **AM-WI** that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in **AM-WI**'s Structure.

28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from **AM-WI**'s poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.

28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from **AM-WI**'s Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.

28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in **AM-WI**'s Structure would cause a forfeiture of the rights of **AM-WI** to occupy the property where such Structure is located, **AM-WI** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. **AM-WI** will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of **AM-WI**'s rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and

cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.

28.6 Removal of Facilities by **AM-WI**; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from **AM-WI**'s Structure in accordance with the provisions of Sections 28.1-28.6 of this Appendix, **AM-WI** may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **AM-WI** shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.

28.7 Removal of Facilities by **AM-WI**. If **AM-WI** removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse **AM-WI** for **AM-WI**'s costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, **AM-WI** shall have the right to change the rates, charges and fees outlined in this Appendix. **AM-WI** will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

30.1 Bond May Be Required. If **AM-WI** is required to carry a bond, due to work to be performed by TWTC under this Agreement, **AM-WI** may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to

guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.

30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to **AM-WI** adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing **AM-WI** 60 days written notice.

30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Appendix. In the event any lien, claim or demand is made on **AM-WI** by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, **AM-WI** may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching Party execute payment or performance bonds, or provide such other security, as **AM-WI** may deem reasonable or necessary to protect **AM-WI** from any such lien, claim or demand.

31. NOTICES

31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.

31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.

31.1.2 Such notice may be mailed to the Party's duly authorized agent or attorney by registered or certified mail, return receipt requested and shall be deemed given upon actual receipt. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

If to Attaching Party:

Name: Tina Davis
Title: VP & Deputy General Counsel
Firm: Time Warner Telecom
Address: 10475 Park Meadows Drive
City/State/Zip: Littleton, CO 80124

cc Name: Pamela Sherwood
Title: Regulatory VP- Mid West Region
Firm: Time Warner Telecom
Address: 4625 West 86th Street, Suite 500
City/State/Zip: Indianapolis, IN 46268

If to SBC:

Name: Contract Administration
Title: Notices Manager
Firm: SBC Communications, Inc.
Address: 311 S. Akard, 9th Floor
City/State/Zip: Dallas, TX 75202-5398

31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

32.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Appendix 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 permit; 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.

APPENDIX UNE

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APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish TWTC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple **AM-WI** UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from **AM-WI**. TWTC 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 **AM-WI**'s network. **AM-WI** has no obligation under the Act to combine UNEs. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.

1.4 The prices at which **AM-WI** agrees to provide TWTC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

1.5 **AM-WI** has no obligation to provide access to any Unbundled Network Element, or to provide terms and conditions associated with any Unbundled Network Element, other than expressly set forth in this Agreement.

2. TERMS AND CONDITIONS

2.1 **AM-WI** and TWTC may agree to connect TWTC's facilities with **AM-WI**'s network at any technically feasible point for access to UNEs for the provision by TWTC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).

2.2 **AM-WI** will provide TWTC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):

2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.3 In a manner that allows TWTC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);

2.2.4 In a manner that allows access to the facility or functionality of a requested Unbundled Network Element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));

2.2.5 With technical information regarding **AM-WI**'s network facilities to enable TWTC to achieve access to UNEs (47 CFR Section 51.307(e));

2.2.6 Without limitations, restrictions, or requirements on requests that would impair TWTC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));

2.2.7 In a manner that allows TWTC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));

2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **AM-WI** provides such elements to itself (47 CFR Section 51.313(b)).

2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)).

2.3 As provided for herein, **AM-WI** will permit TWTC exclusive use of an unbundled network facility for a period of time, and when TWTC is purchasing access to a feature, function, or capability of a facility, **AM-WI** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.4 **AM-WI** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.

2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **AM-WI** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).

2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.7 UNEs provided to TWTC under the provisions of this Appendix shall remain the property of **AM-WI**.

2.8 **AM-WI** will not connect to or combine UNE's with any non-251 (c)(3) or other **AM-WI** service offerings with the exception of tariffed Collocation services.

2.9 Provisioning/Maintenance of Unbundled Network Elements

2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **AM-WI** may elect at its own discretion. **AM-WI** will provide access to UNEs where technically feasible. Where facilities and equipment are not available, **AM-WI** shall not be required to provide UNEs. However, TWTC may request and, to the extent required by law, **AM-WI** may agree to provide UNEs, through the Bona Fide Request (BFR) process.

2.9.2 Subject to the terms herein, **AM-WI** is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. **AM-WI** is not otherwise responsible for the Telecommunications Services provided by TWTC through the use of those UNEs.

2.9.3 Where UNEs provided to TWTC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to **AM-WI** for future provisioning needs, unless such UNE is disconnected in error. TWTC agrees to relinquish control of any such UNE concurrent with the disconnection of TWTC's End User's service.

2.9.4 TWTC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit **AM-WI** to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

2.9.5 TWTC's use of any **AM-WI** UNE, or of its own equipment or facilities in conjunction with any **AM-WI** network element, will not materially interfere with or impair service over any facilities of **AM-WI**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **AM-WI** may discontinue or refuse service if TWTC violates this provision, provided that

such termination of service will be limited to TWTC's use of the UNE(s) causing the violation.

2.9.6 When a **AM-WI** provided tariffed or resold service is replaced by TWTC's facility based service using any **AM-WI** provided UNE(s), TWTC shall issue appropriate service requests, to both disconnect the existing service and connect new service to TWTC's End User. These requests will be processed by **AM-WI**, and TWTC 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 **AM-WI** provided UNEs is converted to a different CLEC's service which also uses any **AM-WI** 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 **AM-WI** and TWTC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 TWTC shall connect equipment and facilities that are compatible with the **AM-WI** Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.9.8 Unbundled Network Elements may not be connected to or combined with **AM-WI** access services or other **AM-WI** tariffed service offerings with the exception of tariffed Collocation services where available.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with **AM-WI** Technical Publications or other written descriptions, if any, as changed from time to time by **AM-WI** at its sole discretion.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 **AM-WI** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, TWTC 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 **AM-WI** places on itself for orders from its End Users.

2.10.4 TWTC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of **AM-WI**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

3. ACCESS TO UNE CONNECTION METHODS

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

3.1.1 Subject to availability of space and equipment, TWTC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested **AM-WI** Central Office.

3.1.1.1 (Method 1)

AM-WI will extend **AM-WI** UNEs requiring cross connection to TWTC's Physical Collocation Point of Termination (POT) when TWTC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

AM-WI will extend **AM-WI** UNEs that require cross connection to TWTC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

AM-WI will extend **AM-WI** UNEs to the TWTC's UNE frame that is located outside the **AM-WI** Central Office where the UNEs are to combined in a closure such as a cabinet provided by **AM-WI** on **AM-WI** property.

3.2 The following terms and conditions apply to all methods when **AM-WI** provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, **AM-WI** will provide a written reply notifying TWTC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of **AM-WI** Central Office space and equipment.

3.2.3 TWTC may cancel the request at any time, but will pay **AM-WI**'s reasonable and demonstrable costs for modifying **AM-WI**'s Central Office up to the date of cancellation.

3.2.4 TWTC may elect to access **AM-WI**'s UNEs through Physical Collocation arrangements.

3.2.5 TWTC shall be responsible for initial testing and trouble sectionalization of facilities containing TWTC installed cross connects.

3.2.6 TWTC shall refer trouble sectionalized in the **AM-WI** UNE to **AM-WI**.

3.2.7 Prior to **AM-WI** providing access to UNEs under this Appendix, TWTC and **AM-WI** shall provide each other with a point of contact for overall coordination.

3.2.8 TWTC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

3.2.9 All tools, procedures, and equipment used by TWTC to connect to **AM-WI**'s network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.

3.2.10 TWTC shall be responsible for TWTC's personnel observing **AM-WI**'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **AM-WI** for any reasonable and lawful reason requests TWTC to discontinue furnishing any person provided by TWTC for performing

work on **AM-WI**'s premises, TWTC shall immediately comply with such request. Such person shall leave **AM-WI**'s premises promptly, and TWTC shall not furnish such person again to perform work on **AM-WI**'s premises without **AM-WI**'s consent.

3.2.11 TWTC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to **AM-WI** premises and/or facilities. **AM-WI** identification cards will be issued for any TWTC employees who are designated by TWTC as meeting the necessary requirements for access. Entry to **AM-WI** premises will be granted only to TWTC employees with such identification.

3.2.12 TWTC shall designate each Unbundled Network Element being ordered from **AM-WI**. TWTC shall provide an interface to receive assignment information from **AM-WI** regarding location of the extended UNEs. This interface may be manual or mechanized.

3.2.13 **AM-WI** will provide TWTC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **AM-WI** shall be referred to such contact numbers.

3.2.14 The TWTC shall provide its own administrative Telecommunication Service at each facility and all materials needed by TWTC at the work site. The use of cellular telephones is not permitted in **AM-WI** equipment areas.

3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to **AM-WI** UNEs will be made on an individual case basis (ICB).

3.2.15.2 **AM-WI** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **AM-WI** will ensure that the first TWTC obtaining Access to UNEs in an **AM-WI** premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 **AM-WI** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **AM-WI** for other construction and preparation work performed in the building.

4. THIS SECTION INTENTIONALLY LEFT BLANK.

5. BONA FIDE REQUEST

5.1 This Bona Fide Request process described in this Section 5 applies to each Bona Fide Request submitted to **AM-WI.** For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by **AM-WI**.

5.2 **Bona Fide Request Process**

5.2.1 A Bona Fide Request (**"BFR"**) is the process by which TWTC may request **AM-WI** to provide TWTC access to an additional or new, undefined UNE, (a "Request"), that is required to be provided by **AM-WI** under the Act but is not available under this Agreement or defined in a generic appendix at the time of TWTC's request.

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

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

5.2.4 TWTC is responsible for all costs incurred by **AM-WI** to review, analyze and process a BFR. When submitting a BFR Application Form, TWTC has two options to compensate **AM-WI** for its costs incurred to complete the Preliminary Analysis of the BFR:

5.2.4.1 Include with its BFR Application Form a $2,000 deposit to cover**,** **AM-WI,** preliminary evaluation costs, in which case **AM-WI** may not charge TWTC in excess of $2,000 to complete the Preliminary Analysis; or

5.2.4.2 Not make the $2,000 deposit, in which case TWTC shall be responsible for all preliminary evaluation costs incurred by **AM-WI,** to complete the preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

5.2.5 If TWTC submits a $ 2,000 deposit with its BFR, and **AM-WI** is not able to process the Request or determines that the Request does not qualify for BFR

treatment, then **AM-WI**will return the $2,000 deposit to TWTC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than $2,000, the balance of the deposit will, at the option of TWTC, either be refunded or credited toward additional developmental costs authorized by TWTC.

5.2.6 Upon written notice, TWTC may cancel a BFR at any time, but will pay **AM-WI** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **AM-WI** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by TWTC, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of TWTC either returned to TWTC or credited toward additional developmental costs authorized by TWTC.

5.2.7 **AM-WI** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **AM-WI,** will acknowledge receipt of the BFR and in such acknowledgement advice TWTC of the need for any further information needed to process the Request. TWTC acknowledges that the time intervals set forth in this Appendix begins once **AM-WI,** has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **AM-WI** will provide to TWTC a preliminary analysis of such Request (the **"Preliminary Analysis"**). The Preliminary Analysis will (i) indicate that **AM-WI** will offer the Request to TWTC or (ii) advise TWTC that **AM-WI** will not offer the Request. If **AM-WI** indicates it will not offer the Request **AM-WI** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by **AM-WI** under the Act and/or, iii) that the BFR is not the correct process for the request.

5.2.9 If the Preliminary Analysis indicates that **AM-WI** will offer the Request, TWTC may, at its discretion, provide written authorization for **AM-WI** to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. TWTC's written authorization to develop the BFR Quote must be received by **AM-WI** within thirty (30) calendar days of TWTC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and TWTC will pay to **AM-WI** all demonstrable costs as set forth above. Any request by TWTC for **AM-WI** to proceed with a

Request received after the thirty (30) calendar day window will require TWTC to submit a new BFR.

5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **AM-WI** shall provide to TWTC a BFR Quote.

5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, TWTC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **AM-WI** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the General Terms and Conditions. If **AM-WI** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. TWTC shall be responsible to reimburse **AM-WI** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by TWTC).

5.2.12 Unless TWTC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this Agreement.

5.3 **THIS SECTION INTENTIONALLY LEFT BLANK**

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6. NETWORK INTERFACE DEVICE

6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **AM-WI**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC

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rules, **AM-WI** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. TWTC access to the NID is offered as specified below.

6.2 **AM-WI** will permit TWTC to connect its local loop facilities to End Users' premises wiring through **AM-WI**'s NID, or at any other technically feasible point.

6.3 TWTC may connect to the End User's premises wiring through the **AM-WI** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by TWTC will be performed by **AM-WI** based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. **AM-WI**, at the request of TWTC, will disconnect the **AM-WI** local loop from the NID, at charges reflected in the state specific Appendix Pricing.

6.4 With respect to multiple dwelling units or multiple-unit business premises, TWTC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **AM-WI**'s NID where necessary.

6.5 The **AM-WI** NIDs that TWTC uses under this Appendix will be existing NIDs installed by **AM-WI** to serve its End Users.

6.6 TWTC shall not attach to or disconnect **AM-WI**'s ground. TWTC shall not cut or disconnect **AM-WI**'s loop from the NID and/or its protector. TWTC shall not cut any other leads in the NID.

7. LOCAL LOOP

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

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

7.2.1 2-Wire Analog Loop

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

7.2.1.2 If TWTC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) **AM-WI** will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to TWTC. If, however, no spare unbundled loop is available, **AM-WI** will within two (2) business days, excluding weekends and holidays, of TWTC's request, notify TWTC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

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

7.2.3 2-Wire Digital Loop

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

7.2.4 4-Wire Digital Loop

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

7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **AM-WI** Central Office to the end user premises.

7.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the

certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with **AM-WI**'s processes implementing the Supplemental Order.

8. SUB-LOOP ELEMENTS

8.1 **AM-WI** will provide sub-loop elements as unbundled network elements as set forth in this Appendix.

8.1.1 A sub-loop unbundled network element is defined as any portion of the loop from **AM-WI's** central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in **AM-WI**'s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.

8.2 Definitions pertaining to the Sub-Loop:

8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network. "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

8.2.5 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.

8.2.6 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.

8.2.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

8.2.8 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

8.2.9 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user's premise.

8.2.10 "SPOI" is defined as a Single Point of Interconnection. When there is a single Demarcation Point in a Multi-Tenant Environment, the SPOI is the Demarcation Point and the SPOI will allow ILECs and TWTC to interconnect to wiring owned or controlled by the property owner of their agent. When there is multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow ILECs and TWTCs to interconnect to wiring that is part of the regulated network and is owned and controlled by the ILEC.

8.2.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

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

8.3 **AM-WI** will offer the following subloop types:

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

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

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

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

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

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

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

8.4 Subloops are not available for combination by **AM-WI** with any Unbundled Network Elements or service.

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

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

8.7 Twisted-pair Copper Subloops:

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

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

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

FROM:	TO:

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

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

8.9 High Capacity Subloops:

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

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

8.9.2 TWTC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

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

8.11 Provisioning:

8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

8.11.2 Spare subloop(s) will be assigned to TWTC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

8.12 Maintenance:

8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **AM-WI** switch/testing equipment will be lost.

8.12.2 TWTC shall isolate trouble to the SBC Subloop portion of TWTC's service before reporting trouble to **AM-WI**.

8.12.3 **AM-WI** shall charge TWTC a Maintenance of Service Charge (MSC) when TWTC dispatches SBC on a trouble report and the fault is determined to be in TWTC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

8.12.4 Once all subloop access arrangements have been completed and balance of payment due **AM-WI** is received, TWTC may place a LSR for subloops at this location. Prices at which **AM-WI** agrees to provide TWTC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where TWTC has a SAA, **AM-WI** 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 TWTC cabling require replacement, **AM-WI** will provide prompt notification to TWTC for TWTC to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements:

8.13.1 Prior to ordering subloop facilities, TWTC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **AM-WI** subloop network.

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

8.13.3 Upon receipt of a complete and correct application, **AM-WI** will provide to TWTC 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 TWTC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

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

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

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

8.13.7 TWTC will be responsible for obtaining rights of way from owners of property where **AM-WI** has placed the equipment necessary for the SAA prior to submitting the request for SCA.

8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, TWTC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both TWTC and **AM-WI** to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

8.13.9 Except as set forth below in this Section 8.13.9, construction of the Subloop Access Arrangement shall be completed within 90 days of TWTC submitting to **AM-WI** 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. **AM-WI** will not begin any construction under the SCA until TWTC has provided proof that it has obtained necessary rights of way as defined in Section 9.3. In the event TWTC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **AM-WI** will proceed with construction of the SAA upon receipt from TWTC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by TWTC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

8.13.10 Upon completion of the construction activity, TWTC will be allowed to test the installation with an **AM-WI** technician. If TWTC desires test access to the SAA, TWTC should place its own test point in its cable prior to cable entry into **AM-WI**'s interconnection point.

8.13.11 A non-binding TWTC 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 **AM-WI** to properly engineer access to each SAI and to ensure **AM-WI** does not provide more available terminations than TWTC expects to use.

8.13.12 In order to maximize the availability of terminations for TWTC, TWTC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. TWTC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

8.13.13 Unused TWTC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at TWTC expense.

8.13.14 In the event TWTC elects to discontinue use of an existing SAA, or abandons such arrangement, TWTC shall pay **AM-WI** for removal of their facilities from the SAA.

8.14 Subloop Access Arrangement (SAA) Access Points:

8.14.1 SAI/FDI or Terminal

8.14.1.1 TWTC cable to be terminated in a **AM-WI** 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. TWTC's Aerial cables should be aircore.

8.14.1.2 TWTC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that **AM-WI** will terminate on available binding posts in the SAI/FDI or Terminal.

8.14.1.3 TWTC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI or Terminal, which **AM-WI** will splice to TWTC cable at the meet point.

8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.

8.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, **AM-WI** may choose to increase capacity of the SAI/FDI by the method of it's choice, for which TWTC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing TWTC to terminate it's cable at the SAI/FDI.

8.14.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points as all terminated to assignable cable pairs, **AM-WI** may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate TWTC facilities for which TWTC will be charged.

8.15 Relocation of Existing **AM-WI**/TWTC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

8.15.1 **AM-WI** shall notify CLEC of pending relocation as soon as SBC receives such notice.

8.15.2 CLEC shall notify **AM-WI** of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

8.15.3 **AM-WI** shall then provide TWTC 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 TWTC and **AM-WI** engineer.

8.15.4 TWTC shall notify SBC of acceptance or rejection of the new SCA within 10 business days of its receipt of **AM-WI**'s estimate.

8.15.5 Upon acceptance of the **AM-WI** estimate, TWTC shall pay at least 50% of the relocation costs at the same time as they notify **AM-WI** of their acceptance of estimate costs.

8.15.6 Should TWTC decide not to continue the SAA, TWTC will notify SBC as to the date that **AM-WI** may remove TWTC's facilities from that SAA. TWTC will pay **AM-WI** for all costs associated with the removal of TWTC's SAA.

8.15.7 In the event that TWTC does not respond to **AM-WI** in time to have their facilities relocated, **AM-WI** shall move TWTC facilities and submit a bill for payment to TWTC for the costs associated with the relocation. Should

TWTC elect not pay this bill, then TWTC facilities will be removed from the site upon 30 days notice to TWTC.

8.16 RT (for DS3 Subloop):

8.16.1 TWTC 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 **AM-WI** will terminate on a fiber/coax interconnection block to be constructed in the RT.

8.16.2 TWTC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which **AM-WI** will splice to TWTC cable at the meet point.

9. ENGINEERING CONTROLLED SPLICE (ECS)

9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, **AM-WI** will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.

9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

9.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that **AM-WI** will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If **AM-WI** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.

9.2.2 TWTC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC/Ameritech places more pairs at the splice.

9.2.3 **AM-WI** will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although **AM-WI** will construct the engineering controlled splice, the ECS maybe owned by **AM-WI** or TWTC (depending on the specific arrangement) at the option of **AM-WI**.

9.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at

the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

9.2.5 **AM-WI** may require a separate SCA for each remote terminal site.

9.2.6 Except as set forth below in this Section 9.2.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned by **AM-WI**. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **AM-WI** will not begin any construction of the ECS until TWTC has provided proof that it has obtained the necessary rights of way as defined in Section 9.3. In the event TWTC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **AM-WI** will proceed with construction of the ECS upon receipt from TWTC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by TWTC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

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

9.3.1 Dedicated Facility Option (DFO)

9.3.1.1 TWTC may request **AM-WI** splice the existing cabling between the ECS and the SAI to TWTC's SAA facility. This facility will be "dedicated" to TWTC for subsequent subloop orders.

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

9.3.1.3 TWTC will compensate **AM-WI** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to TWTC between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 TWTC may request **AM-WI** build an ECS cross-connect junction on which to terminate TWTC's SAA facility.

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

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

9.3.2.4 TWTC will compensate **AM-WI** for the charges incurred by **AM-WI** derived from TWTC's request for the SCA.

10. PACKET SWITCHING

10.1 **AM-WI** will provide TWTC unbundled packet switching if all of the following conditions are satisfied:

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

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

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

10.1.4 **AM-WI** has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

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

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

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

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

11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

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

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

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

11.2.1 Unbundled Local Switching uses routing instructions resident in the **AM-WI** switch to direct all TWTC traffic.

11.2.2 Vertical features, CLASS features, and other features resident in the **AM-WI** switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for **AM-WI.**

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

11.2.4 ULS as provided by **AM-WI** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.5 **AM-WI** will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. TWTC agrees to respond to **AM-WI's** notifications regarding network congestion.

11.2.6 **AM-WI** will perform testing through ULS for TWTC in the same manner and frequency that it performs for its own customers for an equivalent service.

11.2.7 **AM-WI** will repair and restore any **AM-WI** equipment that may adversely impact ULS.

11.2.8 **AM-WI** will provide usage detail for each ULS port via on a daily basis. Refer to state specific Appendix pricing.

11.2.9 **AM-WI** will provide TWTC the functionality of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that **AM-WI** provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.

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

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **AM-WI** offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

b) In the Exception Territory where **AM-WI** elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to TWTC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. **AM-WI** may only exercise its rights to discontinue or market-price ULS under this Section for TWTC End Users involving four or more lines.

11.2.10.1 In determining whether **AM-WI** may exercise its rights under this Section in any particular case, TWTC shall be obligated to disclose customer account detail similar to customer service records that **AM-WI** provides to TWTC through pre-ordering process.

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

11.3 Customized Routing

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

11.4 Unbundled Local Switching Usage Sensitive Rate Element

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

11.5 Switch Ports

11.5.1 In **AM-WI**, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

11.5.1.1 Line Switch Ports – **AM-WI**

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

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

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

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

11.5.1.2 Trunk Side Switch Ports – **AM-WI**

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

11.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps "B" channels for digital voice and data and one 64 kbps "D" channel.

11.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications. Also this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls in **AM-WI**.

11.6 Tandem Switching

11.6.1 Tandem Switching is defined as:

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

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

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

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

12. SHARED TRANSPORT

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

12.1.1 **AM-WI** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that TWTC subscribes to for the purpose of delivering traffic from/to TWTC End User as set forth below.

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

12.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in **AM-WI**. ULS-ST is provided on a per ULS port basis.

12.1.2 **AM-WI** provides to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions").

12.1.3 ULS-ST permits TWTC to access the interoffice network of **AM-WI** for the origination from and completion to the associated ULS port of End User local traffic to and from **AM-WI** 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 **AM-WI** switch providing that ULS port. **AM-WI** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

12.1.4 All TWTC's local traffic between **AM-WI** switches will use Shared Transport and all local TWTC's traffic to non-**AM-WI** switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **AM-WI** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.

12.1.6 **AM-WI**'s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **AM-WI** network.

12.1.7 In providing ULS-ST, **AM-WI** will use the existing **AM-WI** routing tables contained in **AM-WI** switches, as **AM-WI** may change those tables from time to time including after TWTC purchases ULS-ST.

12.1.8 **AM-WI** will provide SS7 signaling on interswitch calls originating from an ULS port. TWTC will be charged for the use of the **AM-WI** signaling on a per- call basis.

12.2 Custom Routing of OS/DA with ULS-ST

12.2.1 TWTC can only mix ULS-ST and custom routing within a **AM-WI** end office switch where TWTC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by **AM-WI**'s ULS-ST ports in that **AM-WI** end office switch. If this custom routing for OS/DA is chosen in a given **AM-WI** end office switch, then all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by TWTC.

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

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

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

12.2.5 TWTC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by TWTC purchasing **AM-WI**'s ULS-ST ports. SPID branding must be addressed in a separate agreement between TWTC and **AM-WI**.

12.3 ULS-ST Usage-Sensitive Rating

12.3.1 **AM-WI** will charge TWTC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

12.3.2 **AM-WI** will charge TWTC using **AM-WI**'s Shared Transport a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an **AM-WI** end office or to/from a non-**AM-WI** end office.

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

12.4 Reciprocal Compensation associated with ULS-ST

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

12.4.2 As to ULS-ST only, **AM-WI** will charge TWTC using **AM-WI**'s ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a **AM-WI** end office.

12.4.3 As to ULS-ST only, TWTC will reciprocally charge **AM-WI** for interswitch local traffic originated from a **AM-WI** end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.

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

12.5 IntraLATA and InterLATA Toll Rate Application

12.5.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **AM-WI** tandem switch(es) and transmission facilities, **AM-WI** 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 **AM-WI** end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

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

12.6 Application of Usage Sensitive Charges for ULS-ST

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

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

12.6.2.1 TWTC will be charged ULS-O usage charges of use for a call originating from an TWTC ULS line port or trunk port that terminates to a **AM-WI** end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.

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

12.6.2.3 **AM-WI** will not bill ULS-T usage charges for Intraswitch calls that terminate to a TWTC ULS port.

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

12.6.3.1 Local Calls

12.6.3.1.1 General Principles

12.6.3.1.1.1 When a call originates from a TWTC ULS-ST port, TWTC will be charged ULS-O usage and SS7 signaling charges. If the call routes over **AM-WI**'s shared transport network, TWTC will pay charges for Blended Transport usage in addition to ULS-O usage charges.

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

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

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

12.6.3.2 IntraLATA and InterLATA Toll Calls

12.6.3.2.1 General Principles

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

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

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

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

12.6.3.3 Toll Free Calls

12.6.3.3.1 When TWTC uses an ULS-ST port to initiate an

intraLATA 800-type call, **AM-WI** will perform the appropriate database query and will route the call to terminating **AM-WI** "Success 800" subscriber. TWTC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

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

13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) Unbundled Network Element is defined as **AM-WI** interoffice transmission facilities dedicated to a particular TWTC that provide telecommunications between Wire Centers owned by **AM-WI**, or requesting TWTC, or between switches owned by **AM-WI** or TWTC. IOT will be provided only where such facilities exist at the time of TWTC request.

13.2 **AM-WI** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular TWTC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by **AM-WI** or between a Wire Center or switch owned by **AM-WI** and a TWTC owned or provided switch.

13.3.2 **AM-WI** will provide Dedicated Transport as a point to point circuit dedicated to TWTC 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). **AM-WI** will provide higher speeds to TWTC as they are deployed

in the **AM-WI** network. **AM-WI** provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

13.3.3.1 Interoffice Transport – a circuit between two **AM-WI** Wire Centers.

13.3.3.2 Entrance Facility – a circuit from **AM-WI** serving Wire Center to TWTC's location.

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

13.3.3.4 Other Optional features are outlined in Appendix Pricing.

13.4 Diversity

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

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

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

13.5.1 **AM-WI** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by TWTC shall be subject to additional charges. When additional costs are incurred by **AM-WI** for TWTC specific diversity.

AM-WI will advise TWTC of the applicable additional charges. **AM-WI** will not process the request for diversity until TWTC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until TWTC accepts the additional charges.

13.6 Digital Cross-Connect System (DCS)

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

13.7 Network Reconfiguration Service (NRS)

13.7.1 **AM-WI** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by TWTC shall be subject to additional charges as outlined in pricing schedule appendix.

13.8 **THIS SECTION INTENTIONALLY LEFT BLANK**

14. DARK FIBER

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

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

14.2 Interoffice Dark Fiber

14.2.1 **AM-WI** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **AM-WI** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **AM-WI** will offer its dark fiber to TWTC when TWTC has collocation space in each **AM-WI** CO where the requested dark fibers terminate.

14.3 Loop Dark Fiber

14.3.1 **AM-WI** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **AM-WI** central office and an end user customer premise.

14.4 **Sub-Loop Dark Fiber**

14.4.1 **AM-WI** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.4.1.1 The serving **AM-WI** central office and a remote terminal/CEV/Hut; or

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

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

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

14.4.4 At **AM-WI** Central Offices' the dark fiber terminates on a fiber distribution frame, or equivalent, in the Central Office. TWTC access is provided pursuant Method One (Section 3.1.1.1, above) which allows for approved collocation access. The only method of access for Dark fiber is collocation

14.5 Spare Fiber Inventory Availability and Condition

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

14.6 Determining Spare Fibers:

14.6.1 **AM-WI** will inventory and track spare dark fibers. Spare fibers do not include the following:

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

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

14.6.1.2 Defective fibers

14.6.1.3 **AM-WI** growth fibers. Fibers documented as reserved by **AM-WI** for utilization for growth within the 12 month–period following the carrier's request.

14.6.2 The appropriate **AM-WI** engineering organization will maintain records on each fiber optic cable for which TWTC's request dark fiber.

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

14.7 Quantities and Time Frames for ordering Dark Fiber:

14.7.1 The minimum number of fiber strands that TWTC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that TWTC 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, **AM-WI** will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities set forth in Sections 14.5.1 and 14.6.1 above.)

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

14.7.2.1 If spare dark fiber is available, as determined under this Agreement, **AM-WI** will notify TWTC and TWTC may place an Access Service Request (ASR) for the dark fiber.

14.7.3 Dark fiber will be assigned to TWTC 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 TWTC submits the ASR, the ASR will be processed and the dark fiber facilities assigned pursuant to paragraph 14.6.2 for the charges which will be established as set forth in Appendix Pricing.

14.8 Right of Revocation of Access to Dark Fiber

14.8.1 Should TWTC not utilize the fiber strands subscribed to within the 12-month period following the date **AM-WI** provided the fibers, **AM-WI** may revoke TWTC's access to the dark fiber and recover those fiber facilities and return them to **AM-WI** inventory.

14.8.2 **AM-WI** may reclaim from TWTC's the right to use dark fiber, whether or not the dark fiber is being utilized by TWTC, upon twelve (12) months' written notice to TWTC. **AM-WI** will provide an alternative facility for TWTC with the same bandwidth TWTC was using prior to reclaiming the facility. **AM-WI** must also demonstrate to TWTC that the dark fiber will be needed to meet **AM-WI**'s bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods specific to Dark Fiber

14.9.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **AM-WI** approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's dark fiber terminates on a fiber distribution frame, or equivalent in the CO. TWTC access is provided pursuant to Method One (Section 3.1.1.1, above) which is the only method of access for dark fiber.

14.9.3 At remote terminals, CEVs and Huts, TWTC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

14.9.3.1 TWTC may collocate, providing collocation application and associated criteria are met, when seeking to interconnection and desire to place non-passive electronics in a remote terminal/CEV/Hut provided **AM-WI** has existing and available space in these locations.

14.9.3.2 TWTC have two (2) options for obtaining dark fiber subloop access. Prior to ordering subloop facilities, TWTC must establish

Collocation using the Collocation process as set forth in Collocation Appendix, or must establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either or which are necessary to interconnect to the **AM-WI** subloop network.

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

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

14.10 Installation and Maintenance for Dark Fiber

14.10.1 **AM-WI** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. TWTC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to TWTC equipment.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

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

16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **AM-WI**'s signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 46.7.2).

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **AM-WI**'s databases and information. **AM-WI** will provide TWTC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 The cross connect is the media between the **AM-WI** UNE and a TWTC designated point of access as described in various sections of this Appendix, or the media between a **AM-WI** UNE and a Collocation area for the purpose of permitting TWTC to connect the **AM-WI** UNE to other UNEs or to TWTC's own facilities. Where **AM-WI** has otherwise committed to connect one UNE to another UNE on behalf of TWTC, or to leave connected one UNE to another UNE on behalf of TWTC the cross connect is the media between one **AM-WI** UNE and another **AM-WI** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

18.2 Pricing for Sections 18.3, 18.4 and 18.5 for **AM-WI** is provided as set forth in Appendix Pricing.

18.3 The applicable Loop cross connects to point of access for the purpose of TWTC combining a **AM-WI** Loop with another **AM-WI** UNE are as follows:

18.3.1 2-Wire Analog Loop to UNE Connection Methods point of access

18.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access

18.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access

18.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access

18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of TWTC combining. Unbundled Dedicated Transport to another **AM-WI** UNE are as follows:

18.4.1 DS-1 to UNE Connection Methods point of access

18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of TWTC combining Switch Ports to another **AM-WI** UNE are as follows:

18.5.1 Analog Line Port to UNE Connection Methods point of access

18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.

18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access

18.5.4 Analog DID Trunk Port to UNE Connection Methods point of access

18.5.5 DS-1 Trunk Port to UNE Connection Methods point of access

18.5.6 The applicable cross connects for **AM-WI** Loop, UDT or Port UNEs are as follows:

18.5.7 2-wire

18.5.8 4-wire

18.5.9 6-wire

18.5.10 8-wire

18.5.11 DS-1

18.5.12 DS-3

18.5.13 OC-3

18.5.14 OC-12

18.5.15 OC-48

18.5.16 LT1

18.5.17 LT3

18.6 Maintenance of Elements

18.6.1 If trouble occurs with unbundled network elements provided by **AM-WI**, TWTC will first determine whether the trouble is in TWTC's own equipment and/or facilities or those of the End User. If TWTC determines the trouble is in **AM-WI**'s equipment and/or facilities, TWTC will issue a trouble report to **AM-WI**.

18.6.2 TWTC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when TWTC reports a suspected failure of a Unbundled Network Element and **AM-WI** dispatches personnel to the End User's premises or an **AM-WI** Central Office and trouble was not caused by **AM-WI**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges

will be billed at amounts equal to those contained in the applicable state tariffs.

18.6.3 TWTC shall pay Time and Material charges when **AM-WI** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **AM-WI** or in detariffed CPE provided by **AM-WI**, unless covered under a separate maintenance agreement.

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

18.6.5 If TWTC issues a trouble report allowing **AM-WI** access to the End User's premises and **AM-WI** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **AM-WI** personnel are dispatched. Subsequently, if **AM-WI** personnel are allowed access to the premises, these charges will still apply.

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

18.6.7 If TWTC requests or approves a **AM-WI** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, TWTC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

19. RECONFIGURATION

19.1 **AM-WI** will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC

Docket No. 96-98 (FCC 00-183) and with **AM-WI**'s processes to implement that Order, as set forth on the CLEC website.

20. RESERVATION OF RIGHTS

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

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions

of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT A

ILLUSTRATIVE CALL FLOWS
(USAGE-SENSITIVE ULS-ST RATE ELEMENTS)

The following call flows provide examples of application of usage sensitive UNE charges and reciprocal compensation. The call flows below depict the charges between **AM-WI** and CLEC A. Charges to or from CLEC B (e.g., reciprocal compensation) to or from **AM-WI** or CLEC A are pursuant to the charging arrangement(s) between the originating and terminating carriers.

Local Calls**:**

1. CLEC A (UNE) ULS-ST port originating and **AM-WI** port terminating:

   CLEC A is charged:
   - ULS – O Usage
   - Blended Transport Usage
   - SS7 Signalling
   - ULS-ST Reciprocal Compensation (equal to ULS-T rate)

2. **AM-WI** port originating and CLEC A (UNE) ULS-ST port terminating

   CLEC A is charged:
   - ULS – T Usage

   AM-WI is charged:
   - ULS-ST Reciprocal Compensation (equal to ULS-T rate)

3. CLEC A (UNE) port originating and CLEC B (UNE) terminating

   CLEC A is charged:
   - ULS – O Usage
   - Blended Transport Usage
   - SS7 Signaling

4. CLEC A (UNE) port originating and CLEC A (UNE) port terminating

   CLEC A is charged:
   - ULS – O Usage
   - Blended Transport Usage
   - SS7 Signaling
   - ULS - T Usage

5. CLEC B (UNE) port originating and CLEC A (UNE) port terminating

CLEC A is charged:
ULS – T Usage

6. CLEC (Resale services) Originating and CLEC A (UNE) port terminating

CLEC A is charged:
ULS – T Usage

7. CLEC A (UNE) port originating and CLEC (Resale services) terminating

CLEC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling
ULS-ST Reciprocal Compensation (equal to ULS-T rate)

8. CLEC A (UNE) port originating to CLEC (Facilities Based Network (FBN) terminating

CLEC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling

9. CLEC (FBN) Originating to CLEC A (UNE) Terminating

CLEC A is charged:
ULS – T Usage

<u>IntraLATA and InterLATA Toll Calls:</u>

10. CLEC A (UNE) port originating to IXC

If call is routed to IXC POP via direct-route (IXC FGD Trunking)—
CLEC A is charged:
ULS – O Usage
SS7 Signaling

If call is routed to IXC POP via **<u>AM-WI</u>** Tandem—
CLEC A is charged:

ULS – O Usage
SS7 Signaling
ULS-ST Common Transport Usage
ULS-ST Tandem Usage

11. IXC to CLEC A (UNE) port terminating

If call is routed from IXC POP via direct-route (IXC FGD Trunking)—
CLEC A is charged:
ULS – T Usage

If call is routed from IXC POP via **AM-WI** Tandem—
CLEC A is charged:
ULS – T Usage
ULS-ST Common Transport Usage
ULS-ST Tandem Usage

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APPENDIX WP
(WHITE PAGES DIRECTORY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI** means the applicable above listed ILEC(s) doing business in Wisconsin.

1.4 The prices at which **AM-WI** agrees to provide TWTC with White Page services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

1.5 **AM-WI** –Except where expressly stated, the terms and conditions for switch-based CLECs, CLEC's leasing unbundled switch ports, and conditions for including TWTC End User listings in **AM-WI** White Page directories as well as distribution of such directories to TWTC and/or TWTC End User's is a product offering available through a non-regulated subsidiary of **AM-WI**.

2. USE OF SUBSCRIBER LISTING INFORMATION

2.1 TWTC authorizes **AM-WI** to include and use the subscriber listing information provided to **AM-WI** pursuant to this Appendix in **AM-WI**'s appropriate printed WP directory and **AM-WI**'s directory assistance databases. Included in this authorization is the exchange of extended area service listings **AM-WI** provides for Independent Company directory publications and release of TWTC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **AM-WI**'s use of TWTC's subscriber listing information in **AM-WI**'s current and future directory assistance and directory assistance related products and services.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 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.

APPENDIX WP

EXHIBIT I
PRICE LIST

Directory White Pages Price Sheet				
Directory	**Price Per Book Copy Delivered in Bulk to TWTC**	**Price Per Book Copy Delivered to TWTC End User**	**Price Per Single Sided Informational Page**	**Price Per Book Copy[1] Ordered After Initial Order**
For AM-WI, please contact AAS FOR PRICING				

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APPENDIX BCR
(Billing, Collecting And Remitting)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or TWTC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.

1.2 **AM-WI** means an ILEC doing business in Wisconsin.

1.3 **THIS SECTION INTENTIONALLY LEFT BLANK**.

1.4 **THIS SECTION INTENTIONALLY LEFT BLANK.**

1.5 **THIS SECTION INTENTIONALLY LEFT BLANK.**

1.6 **THIS SECTION INTENTIONALLY LEFT BLANK.**

1.7 **THIS SECTION INTENTIONALLY LEFT BLANK.**

1.8 The prices at which **AM-WI** agrees to provide TWTC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

2.1 "**Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System"** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.

2.2 "**Charges**"- the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.

2.3 "**Compensation**" - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.

2.4 "**IntraLATA**" - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall

only include those that qualify for the Telcordia Client Company BCC CATS process.

2.5 "**InterLATA**" - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

2.6 "**Local Exchange Carrier (LEC)**" - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.

2.7 "**Local Message"** - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.

2.8 "**Revenues"** - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

3.1 This Appendix shall apply to procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:

3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:

3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.

3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.

3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).

3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).

3.2.5 **THIS SECTION INTENTIONALLY LEFT BLANK.**

3.2.6 **THIS SECTION INTENTIONALLY LEFT BLANK.**

3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: Paragraph 3.3 is Applicable only when **AM-WI** is the CMDS Host Company.

3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.

3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.

3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

4.1 TWTC agrees to bill, collect and remit to **AM-WI** the charges for the services described in Section 3.2 which charges are earned by any LEC (including **AM-WI**), but which are to be billed to End Users of TWTC.

4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than **AM-WI**. **AM-WI** will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.

4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by TWTC for **AM-WI** benefit, shall be remitted by TWTC to **AM-WI** within thirty (30) calendar days of the date of **AM-WI** bill to TWTC for such services.

4.4 **AM-WI** agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to TWTC, the charges for the services described in Section 3.2 above, which charges are earned by TWTC, but which are to be billed by another LEC (including **AM-WI**) to the End Users of that LEC.

4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by **AM-WI** or another LEC for TWTC's benefit, shall be remitted by **AM-WI** to TWTC within thirty (30) calendar days of the date of TWTC's bill to **AM-WI** for such services.

4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts

related to the services described remitted in Section 3.2 and 3.3 above. Notwithstanding this paragraph, **AM-WI** may net amounts due to TWTC under this Appendix against amounts owed to **AM-WI** when **AM-WI** renders a bill to TWTC hereunder.

4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

6.1 **AM-WI** 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. **AM-WI** assumes no responsibility with regard to the correctness of the data supplied by TWTC when this data is accessed and used by a third party.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 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.

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APPENDIX LIDB-AS

1. INTRODUCTION

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 SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.

1.2 **AM-WI** does not own a LIDB. **AM-WI** obtains data storage and administration for these Databases from SNET Diversified Group (SNET DG). 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 TWTC's data storage and administration of TWTC's Line Records for accounts provided using **AM-WI**'s unbundled local switch ports. Any use of the possessive in this Agreement as applied to **AM-WI** will not indicate ownership but shall have the relationship described in this paragraph.

1.3. **SBC Communications Inc.** (**SBC**) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.4 As used herein, **AM-WI** means the applicable above listed ILECs doing business in Wisconsin.

2. DEFINITIONS

2.1 **"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.

2.2 **"Account Owner"** means a telecommunications company, including **AM-WI** 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.

2.3 **"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.

2.4 **"Query"** means a message that represents a request to a Database for

information.

2.5 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an **AM-WI** STP to the SCP where LIDB resides and back.

2.6 **"Validation Information"** means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

3.1 **AM-WI**'s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide **AM-WI** with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. **AM-WI**'s LIDB is also connected directly to an adjunct fraud monitoring system.

3.2 From time-to-time, **AM-WI** 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 TWTC to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

4.1 Unbundled electronic access to the LIDB SMS provides TWTC with the capability to access, create, modify or update TWTC's Line Record Information in LIDB when such records are associated with TWTC's subscriber accounts that are provided only on TWTC's own end office switch.

4.2 TWTC cannot use any of the unbundled, electronic interfaces **AM-WI** provides under this Appendix to access any Line Records TWTC might have in **AM-WI**'s LIDB that are administered by a company other than TWTC. This includes, but is not limited to, **AM-WI** retail accounts, TWTC's accounts administered by **AM-WI** based on Local Service Requests, and resold accounts.

4.3 Electronic Interfaces - Where available, **AM-WI** has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

4.3.1.1 The Service Order Entry Interface provides switch-based TWTCs with unbundled access to **AM-WI**'s LIDB administrative systems that is equivalent to **AM-WI**'s own service order entry process. Service Order Entry Interface allows TWTC to electronically transmit properly formatted records from

TWTC's service order process or other data source into the LIDB administrative system. **AM-WI** will also provide requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

4.3.1.2 TWTC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide **AM-WI** with a security gateway for TWTC's access to the Service Order Entry Interface. The RAF will verify the validity of TWTC's transmissions and limit TWTC's access to **AM-WI**'s Service Order Entry Interface. TWTC does not gain access to any interface, database, operations support system, or other SMS.

4.3.1.3 **AM-WI** will provide TWTC with the file transfer protocol specifications TWTC will use to administer TWTC's data over the Service Order Entry Interface. TWTC acknowledges that transmission in such specified protocol is necessary for **AM-WI** to provide TWTC with Data Base Administration and Storage.

4.3.1.4 TWTC can choose the Service Order Entry Interface as its only unbundled electronic interface to a **AM-WI**'s LIDB administrative system or TWTC can choose to use this interface in conjunction with the Interactive Interface that **AM-WI** provides under this Appendix. TWTC understands that if it chooses to use only the Service Order Entry Interface, TWTC will not have access to any data administration capabilities available solely to the Interactive Interface that TWTC has chosen not to use.

4.3.1.5 TWTC understands and agrees that its access to **AM-WI**'s LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to **AM-WI** for administration.

4.3.2 Interactive Interface

4.3.2.1 **AM-WI** will provide TWTC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

4.3.2.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**

4.3.2.3 TWTC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for TWTC's access to the Interactive Interface. The

RAF will verify the validity of TWTC's transmissions and limit TWTC's access to the Interactive Interface and the LIDB administrative system. TWTC does not gain access to any interface, database, operations support system, or other SMS through this Appendix.

4.3.2.4 TWTC will use hardware and software that is compatible with the LIDB administrative system TWTC will access through the Interactive Interface.

4.3.2.5 TWTC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or TWTC can choose to use this interface in conjunction with the Service Order Entry Interface that **AM-WI** provides under this Appendix. TWTC understands and agrees that if it chooses to use only the Interactive Interface, TWTC will not have access to any data administration capabilities available solely to the Service Order Entry Interface that TWTC has chosen not to use.

4.4 LIDB Editor Interface

4.4.1 LIDB Editor Interface provides TWTC with unbundled access to **AM-WI**'s LIDB Editor that is equivalent to **AM-WI**'s manner of access. LIDB Editor provides TWTC with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. **AM-WI** will also provide TWTC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow TWTC to communicate with a LIDB administrative system.

4.4.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized **AM-WI** employees. TWTC will have access to such **AM-WI** employees only for the same purposes that **AM-WI** has access to LIDB Editor.

4.4.3 **AM-WI** 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.

4.4.4 TWTC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

4.4.5 When TWTC uses the LIDB Editor Interface, TWTC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to **AM-WI** at the time TWTC makes its update request. TWTC and **AM-WI** will use such documentation to

resolve any update disputes regarding TWTC's use of the LIDB Editor Interface.

4.4.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. TWTC agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method TWTC uses for its ongoing Line Record administration) once administrative system update capability is restored. TWTC understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.5 Audits

4.5.1 LIDB Audit

4.5.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.

4.5.1.2 **AM-WI** will run the LIDB audit on a daily basis.

4.5.1.3 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.

4.5.2 Source Audit

4.5.2.1 This audit verifies that an Account Owner's Line Records in the LIDB administrative system match the source of the Account Owner's Line Records.

4.5.2.2 The source of Account Owners' Line Records that **AM-WI** administers through a service order process will be the **AM-WI**'s billing system that maintains the LIDB data for such Account Owners.

4.5.2.3 **AM-WI** will provide TWTC with a file containing all of TWTC's Line Records in LIDB that TWTC administers through unbundled electronic interface(s). **AM-WI** will deliver such file(s) to TWTC electronically over the Service Order Entry Interface.

4.5.2.4 TWTC will use the file **AM-WI** provides in Section 4.5.2.3 to audit TWTC's LIDB accounts against TWTC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. TWTC will correct all discrepancies using the unbundled electronic interface(s) TWTC has requested under this Appendix.

4.5.2.5 **AM-WI** will provide TWTC with scheduled and unscheduled Source Audits as set forth following: (i) **AM-WI** will provide TWTC with a source audit file once per year. Such audit files will represent TWTC's entire data store of Line Records to which TWTC has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) TWTC can request additional source audit files and **AM-WI** will work cooperatively to accommodate all reasonable TWTC requests for such additional source audit files.

4.6 LSR Process

4.6.1 The LSR Process allows **AM-WI** to create and administer TWTC's data on TWTC's behalf through a bundled service order flow. The LSR Process is only available to TWTC when TWTC is providing service to end users using **AM-WI**'s UNE local switch ports.

4.6.2 The LSR Process is not an interface to the LIDB administrative system. TWTC can obtain access to **AM-WI**'s LIDB administrative system LVAS only through the electronic unbundled interfaces **AM-WI** offers in Section 4.3 of this Appendix.

4.6.3 TWTC will not have direct access to any of its records that **AM-WI** administers through the LSR Process.

4.6.4 TWTC will provide complete information in its LSR to **AM-WI** so that **AM-WI** can populate TWTC's line record completely and accurately. If TWTC's LSR does not contain information needed to populate a data element in LIDB, **AM-WI** will populate such data element with **AM-WI**-defined default information. Such default derivation will apply to all TWTCs using the LSR Process that also omit said data element. Use of default information does not relieve TWTC of its responsibility for providing **AM-WI** complete and accurate information in LIDB. In the event **AM-WI** populates TWTC's Line Records with default information under this paragraph, **AM-WI** will not be responsible for any claim or damage resulting from the use of such default information, except in the event of **AM-WI**'s gross negligence or willful misconduct.

4.7 Fraud Monitoring

4.7.1 **AM-WI**'s fraud monitoring system(s) provides TWTC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. **AM-WI** will provide TWTC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

5. MANNER OF PROVISIONING

5.1 **AM-WI** will provide to TWTC, on request, **AM-WI**-specific documentation regarding record formatting and associated hardware requirements of the interfaces **AM-WI** provides for LIDB data administration when TWTC chooses to use such interfaces.

5.2 TWTC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3 **AM-WI** will input information provided by TWTC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that TWTC will store in **AM-WI**'s LIDB. TWTC shall provide all information needed by **AM-WI** to fully and accurately populate 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.

5.4 TWTC will furnish, prior to the initial load of TWTC's data, and as requested by **AM-WI** thereafter, the following forecast data:

5.4.1 the number of working lines per account group

5.4.2 the number of working line numbers to be established

5.4.3 the average number of monthly changes to these records

5.4.4 the number of busy hour queries, by query type

5.4.5 the number of annual queries by query type.

5.5 If **AM-WI**, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of TWTC information, **AM-WI** will notify TWTC of its intent to not provide to TWTC the Services under this Appendix and this Appendix will be void.

5.6 TWTC may submit updated or changed forecasts due to unforeseen events at any time and **AM-WI** encourages TWTC to submit such forecasts as soon as practical. **AM-WI** may request revised forecasts, but no more frequently than every six (6) months and then only if **AM-WI** has reason to believe there may be significant error in TWTC's latest forecast.

5.7 TWTC will furnish all Line Records and Group Records in a format required by **AM-WI** to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

5.8 TWTC is solely responsible for all Line Records for which TWTC is the Account Owner. This includes all data, data administration, Line Records that TWTC creates, Line Records that **AM-WI** creates on TWTC's behalf, or Line Records that are transferred to TWTC as a result of TWTC becoming the provider of local service to the End User(s) associated with such Line Records.

5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which TWTC can directly administer its Line Records in **AM-WI**'s LIDB.

5.10 If TWTC resells the services associated with its Line Records to a third party, and those Line Records remain in an **AM-WI**'s LIDB, TWTC will administer those records through the unbundled electronic interfaces **AM-WI** offers in 4.3.1 through 4.3.2 of this Appendix, so that companies that query the **AM-WI**'s LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

5.11 TWTC will administer its data in **AM-WI**'s LIDB in such a manner that **AM-WI**'s accuracy of response information and consistency of available data is not adversely impacted.

5.12 TWTC will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.

5.13 If TWTC has operational unbundled electronic interfaces and TWTC has chosen to create its own records in LIDB, TWTC will create its records within twenty-four (24) hours of **AM-WI**'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.

5.14 If TWTC administers its Line Records directly through unbundled electronic interfaces and TWTC does not provide service using an **AM-WI**'s UNE local switching port, TWTC will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. TWTC will delete such Line Records within twenty-four (24) hours of disconnection.

5.15 TWTC will also delete Line Records from **AM-WI**'s LIDB when TWTC migrates Line Record from an **AM-WI**'s LIDB to another LIDB or LIDB-like Database unless TWTC otherwise arrange with **AM-WI** to delete such records on TWTC's behalf.

5.16 THIS SECTION INTENTIONALLY LEFT BLANK.

5.17 **AM-WI** will provide the capability needed to perform query/response functions on a call-by-call basis for TWTC's Line Records residing in an **AM-WI** LIDB.

5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with **AM-WI**'s standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in **AM-WI** practices. The Parties acknowledge that **AM-WI** may change those practices from time to time.

5.19 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 **AM-WI**'s LIDB is the responsibility of **AM-WI**. TWTC acknowledges and agrees that **AM-WI**, in its role as system administrator, may need to access any record in LIDB, including any such records administered by TWTC over unbundled electronic interfaces. **AM-WI** will limit such access to those actions necessary to ensure the successful operation and administration of **AM-WI**'s SCP and LIDB.

5.20 If TWTC creates its Line Records directly through unbundled electronic interfaces, TWTC 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. TWTC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if TWTC will perform ongoing administration of its Line Records directly through unbundled electronic interfaces.

5.21 **AM-WI** will, at its sole discretion, allow or negotiate any access to an **AM-WI**'s LIDB. TWTC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an **AM-WI**'s LIDB. TWTC acknowledges that when **AM-WI** allows an entity to access **AM-WI**'s LIDB, such query originators will also have access to TWTC's data that is also stored in such **AM-WI**'s LIDB.

6. BILLING

6.1 If **AM-WI** provides TWTC with compensation for data access as set forth in Section 7, **AM-WI** will provide such data, as is reasonably necessary, to enable

TWTC to substantiate Query volumes of TWTC Line Records residing in **AM-WI**'s LIDB.

6.2 When **AM-WI** or a third party queries TWTC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, TWTC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.

6.2.1 TWTC will bill the appropriate charges to its End Users, on behalf of **AM-WI** or a third party.

6.2.2 TWTC will provide to **AM-WI** or the third party all necessary billing information needed by **AM-WI** or the third party to bill the End User directly.

6.3 TWTC understands that if TWTC chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including **AM-WI**, may choose to deny services to TWTC's subscribers.

7. COMPENSATION OPTION

7.1 TWTC may elect to receive compensation from **AM-WI** for access to TWTC's data in **AM-WI**'s LIDB only as set forth in this Section, Section 7, of this Appendix. **AM-WI** offers the terms of Section 7 as a package and such terms are contingent upon TWTC's acceptance of market prices for Query access set forth in Sections 7.2. as applicable. **AM-WI** will not provide compensation to TWTC for access of TWTC's data in **AM-WI**'s LIDB other than via this Compensation Option.

7.1.1 **AM-WI**

7.1.1.1	Validation Query	$.017228 per Query
7.1.1.2	CNAM Query	$.012 per Query
7.1.1.3	Query Transport	$.00012 per Query

7.2 Based upon the prices set forth in Sections 7.1.1 above, **AM-WI** will credit TWTC for each query against TWTC's non-resold Line Records in **AM-WI**'s LIDB as set forth in this Section.

7.2.1 **AM-WI**

7.1.1.4	Validation	$.0025 per Query

7.1.1.5 CNAM $.005 per Query

7.1.1.6 During the month when CNAM Queries to TWTC's non-resold Line Records are equal to or greater than 500 thousand Queries for that month, **AM-WI** will credit customer $.006 per Query.

7.1.1.7 During the month when CNAM Queries to TWTC's non-resold Line Records are equal to or greater than 2.5 million Queries for that month, **AM-WI** will credit customer $.007 per Query.

8. PRICE AND PAYMENT

8.1 **AM-WI** will charge TWTC $2.00 for every Line Record update it accepts from TWTC via a manual fax.

9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. LIABILITY

10.1 In addition to any other limitations of liability set forth in this Agreement, **AM-WI** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction 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 **AM-WI**. Any such losses or damages for which **AM-WI** is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time **AM-WI** receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

10.2 In addition to any other limitations of liability set forth in this Agreement, **AM-WI** will not be liable for any losses or damages arising out of **AM-WI**'s administration of Sleuth or Automatic Fraud Monitoring systems.

10.3 In addition to any other indemnity obligations set forth in this Agreement, TWTC agrees to release, indemnify, defend, and hold harmless **AM-WI** from any and all claims, demands, or suits brought by a third party against **AM-WI**, directly or indirectly, arising out of **AM-WI**'s provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which **AM-WI** is found liable as a result of its sole negligence.

10.4 In addition to any other indemnity obligations set forth in this Agreement, TWTC further agrees to release, indemnify, defend, and hold harmless **AM-WI** from any

and all claims, demands, or suits brought by a third party against **AM-WI**, directly or indirectly arising out of **AM-WI**'s administration of **AM-WI**'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 **AM-WI** is found liable as a result of its gross negligence or willful misconduct.

10.5 In addition to any other indemnity obligations set forth in this Agreement, TWTC further agrees to release, indemnify, defend, and hold harmless **AM-WI** from any and all claims, demands, or suits brought by a third party against **AM-WI**, directly or indirectly, arising out of TWTC's administration of its data or failure to administer its data under this Appendix.

10.6 In addition to any other indemnity obligations set forth in this Agreement, TWTC further agrees to release, indemnify, defend and hold harmless **AM-WI** from any and all claims, demands, or suits brought by a third party against **AM-WI**, directly or indirectly, arising out of TWTC's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

11.1 **AM-WI** 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 SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, **AM-WI** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY TWTC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 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.

APPENDIX LIDB AND CNAM SERVICE

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APPENDIX LIDB AND CNAM SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.

1.2 **AM-WI** does not own a LIDB. **AM-WI** obtains these services from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, conditions, and prices for query access in this Agreement will apply to TWTC's Query access of **AM-WI**'s data on SNET DG's Database. Query access to all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between TWTC and SNET DG. Any use of the possessive in this Agreement as applied to **AM-WI** will not indicate ownership but shall have the relationship described in this paragraph 1.2.

1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.4 As used herein, **AM-WI** means the applicable above listed ILECs doing business in Wisconsin.

2. DEFINITIONS

2.1 **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.

2.2 **"Account Owner"** means a telecommunications company, including **AM-WI** that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.3 **"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.

2.4 **"Query"** means a message that represents a request to a Database for information.

2.5 **"Query Rate"** means a per-query usage rate that applies to each Query received at an **AM-WI** Database.

2.6 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an **AM-WI** STP to the SCP where LIDB and/or the CNAM Database resides and back.

2.7 **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

3.1 LIDB Service and/or CNAM Query provides TWTC with certain line information that TWTC may use to facilitate completion of calls or services. **AM-WI** provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:

3.1.1 Tariff FCC No. 2 (applicable only to **AM-WI**)

3.2 **AM-WI** will provide access to its CNAM Database after May 17, 2000. CNAM Query allows TWTC to retrieve the name associated with a calling number for use in TWTC's Calling Name Delivery Service (CNDS).

3.3 All TWTC CNAM Queries to **AM-WI**'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. TWTC acknowledges that such subsystem number and translation type values are necessary for **AM-WI** to properly process Queries to its CNAM Database.

3.4 TWTC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **AM-WI**'s CCS/SS7 network. TWTC further agrees that **AM-WI**, at its sole discretion, shall employ certain automatic and/or manual overload controls within **AM-WI**'s CCS/SS7 network to guard against these detrimental effects. **AM-WI** will report to TWTC any instances where overload controls are invoked due to TWTC's CCS/SS7 network and TWTC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

3.5 Prior to **AM-WI** initiating service under this Appendix, TWTC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, **AM-WI**, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to TWTC, **AM-WI** shall notify TWTC of **AM-WI**'s intent not to provide the services

under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to **AM-WI**.

3.6 TWTC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. TWTC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.

3.7 TWTC understands that access to **AM-WI**'s LIDB and/or CNAM Database may not provide TWTC with access to all of the data of all Account Owners in **AM-WI**'s LIDB and/or CNAM Database. When a region in **AM-WI** implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict TWTC from accessing their data. TWTC understands that **AM-WI** will comply with Account Owners' requests to so limit or restrict their data. Should TWTC desire access to any restricted Account Owner's LIDB Information, TWTC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between TWTC and said Account Owner.

3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in **AM-WI**'s LIDB and/or CNAM Database; accordingly **AM-WI** is not responsible for the accuracy or completeness of those Line Records. TWTC will resolve any disputes regarding data accuracy with the appropriate Account Owner.

3.9 **AM-WI** provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for TWTC's activities on behalf of TWTC's local service customers where **AM-WI** is the incumbent local exchange carrier. TWTC agrees that any use of **AM-WI**'s LIDB, for the provision of LIDB Service Applications and/or CNAM Query by TWTC outside of the area where **AM-WI** is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

4.1 TWTC will pay **AM-WI** a per-Query rate for each Query initiated into **AM-WI**'s LIDB and/or CNAM Database. TWTC will also pay **AM-WI** a per-Query Transport Rate for each Validation and OLNS Query initiated into **AM-WI**'s LIDB and for each CNAM Query initiated into **AM-WI**'s LIDB. These rates are set forth in Appendix Pricing.

4.2 TWTC will pay a Service Establishment Nonrecurring Charge for each point code TWTC requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.

4.3 TWTC 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, and/or CNAM Query in **AM-WI**. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.

4.4 TWTC will make payment to **AM-WI** for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.

4.5 **AM-WI** will record usage information for TWTC's LIDB Service Queries and/or CNAM Queries terminating to **AM-WI**'s LIDB. **AM-WI** will use its SCPs as the source of usage data.

4.6 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 paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.

4.7 TWTC will notify **AM-WI** when TWTC discontinues use of an OPC used to Query LIDB and/or CNAM Database.

4.8 **AM-WI** will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.

4.9 Both Parties understand and agree that when TWTC uses a single OPC to originate Queries to **AM-WI**'s LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support TWTC's CLEC operations within **AM-WI**'s incumbent serving areas and when such Queries support other uses of TWTC's service platforms.

4.10 If TWTC operates in more than one (1) State in **AM-WI**'s incumbent region(s), **AM-WI** will apply company-level rates to the LIDB Services and/or CNAM Query provided to TWTC under this Agreement. **AM-WI** will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.

4.11 **THIS SECTION INTENTIONALLY LEFT BLANK.**

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4.11.5 **THIS SECTION INTENTIONALLY LEFT BLANK.**

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5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in **AM-WI**'s LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. TWTC obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by the Parties, TWTC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. TWTC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. TWTC may not store for future use any non-TWTC data that TWTC access from **AM-WI**'s LIDB. **AM-WI** agrees that TWTC may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate TWTC's facilities usage needs, and for engineering, capacity, and network planning. TWTC agrees that **AM-WI** may use statistics for the same purposes. TWTC may aggregate individual LIDB statistics regarding the number of TWTC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. TWTC will only publish such statistics in aggregate form and will ensure that the all non-TWTC names are redacted and cannot reasonably be identified from the published materials.

5.3 Proprietary information residing in **AM-WI**'s LIDB and/or CNAM Database is protected from unauthorized access and TWTC 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:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.3.2 PIN Number(s)

5.3.3 Billed Number Screening (BNS) indicators

5.3.4 Class of Service (also referred to as Service or Equipment)

5.3.5 Reports on LIDB and CNAM Query usage

5.3.6 Information related to billing for LIDB and CNAM Query usage

5.3.7 LIDB and CNAM Query usage statistics

5.4 TWTC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from **AM-WI**'s LIDB and/or CNAM Database.

5.5 If TWTC acts on behalf of other carriers, TWTC 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 **AM-WI**'s LIDB and/or CNAM Database.

6. TERM AND TERMINATION

6.1 This Appendix shall remain in effect unless the Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.

6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.

6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **AM-WI** or TWTC to terminate the Appendix, **AM-WI** and TWTC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

7.1 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 Appendix 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 and in no event shall exceed the amount paid for LIDB Service if the damages are related to LIDB service and the amount paid for LIDB Service if damages are related to LIDB service.

7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

7.3 In no event shall **AM-WI** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.

7.4 **AM-WI** is furnishing access to its LIDB and/or CNAM Database to facilitate

TWTC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **AM-WI** agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. TWTC acknowledges that **AM-WI** can furnish Line Record information only as accurate and current as the information has been provided to **AM-WI** for inclusion in its LIDB and/or CNAM Database. Therefore, **AM-WI**, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to TWTC or to TWTC's Query originating carrier customers except for such inaccuracies caused by **AM-WI**'s willful misconduct or gross negligence.

7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:

7.5.1 CALLING NAME INFORMATION PROVIDED TO TWTC BY **AM-WI** HEREUNDER SHALL BE PROVIDED "AS IS". **AM-WI** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, **AM-WI** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS 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 TWTC'S OR TWTC'S END USERS' USE OF THE CALLING NAME INFORMATION.

7.6 TWTC acknowledges that **AM-WI**'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. TWTC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **AM-WI**, in addition to any other limitations of liability set forth in this 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 **AM-WI**'s Calling Name Database and provided to TWTC or TWTC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from **AM-WI**'s willful misconduct or gross negligence.

7.7 TWTC 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.

7.8 TWTC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. TWTC agrees not to attempt to obtain the caller's name information by originating a Query to **AM-WI**'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. TWTC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **AM-WI**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by TWTC or TWTC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and TWTC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **AM-WI** harmless from and defend and indemnify **AM-WI** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from TWTC's or TWTC'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 **AM-WI**'s willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

8.1 Ordering and billing inquiries for the services described herein from **AM-WI** shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

10.1 TWTC agrees to make its Line Record Information available to **AM-WI**. Should TWTC store its Line Record information in a database other than **AM-WI**'s, TWTC will make such Information available to **AM-WI** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **AM-WI** and the database provider. **AM-WI** agrees to negotiate in good faith to reach such an agreement. If **AM-WI** 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, TWTC acknowledges that such TWTC Line Record information will be unavailable to any customer, including any TWTC's customer, that is served by **AM-WI**'s service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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.

		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				

		Collocation Services				
	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**
	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**

		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				

		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**

		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				

		Collocation Services				
	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				
	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**

		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				

		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**

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
UNBUNDLED NETWORK ELEMENTS						
Unbundled Loops						
	2-Wire Analog - Rural (Access Area C)		$ 10.90		See NRC prices below	
	2-Wire Analog - Suburban (Access Area B)		$ 10.90		See NRC prices below	
	2-Wire Analog - Metro (Access Area A)		$ 10.90		See NRC prices below	
	Conditioning for dB Loss					
	4-Wire Analog - Rural Acess Area C)		$ 24.45		See NRC prices below	
	4-Wire Analog - Suburban (Access Area B)		$ 24.45		See NRC prices below	
	4-Wire Analog - Metro (Access Area A)		$ 24.45		See NRC prices below	
	2-Wire Digital - Rural (Access Area C)		$ 13.06		See NRC prices below	
	2-Wire Digital - Suburban (Access Area B)		$ 13.06		See NRC prices below	
	2-Wire Digital - Metro (Access Area A)		$ 13.06		See NRC prices below	
	4-Wire Digital - Rural (Access Area C)		$ 69.09		See NRC prices below	
	4-Wire Digital - Suburban (Access Area B)		$ 69.09		See NRC prices below	
	4-Wire Digital - Metro (Access Area A)		$ 69.09		See NRC prices below	
	DS3 Loop - Rural (Access Area C)		$ 1,039.75		See NRC prices below	
	DS3 Loop - Suburban (Access Area B)		$ 996.66		See NRC prices below	
	DS3 Loop - Metro (Access Area A)		$ 861.67		See NRC prices below	
DSL Capable Loops						
	2-Wire Digital Loop ISDN/IDSL					
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural	See 2-Wire Digital		See NRC prices below	
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban	See 2-Wire Digital		See NRC prices below	
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro	See 2-Wire Digital		See NRC prices below	
	2-Wire xDSL Loop					
		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	$ 10.90		See NRC prices below	
		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.90		See NRC prices below	
		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	$ 10.90		See NRC prices below	
		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	$ 10.90		See NRC prices below	
		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.90		See NRC prices below	
		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	$ 10.90		See NRC prices below	
		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	$ 10.90		See NRC prices below	
		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.90		See NRC prices below	
		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	$ 10.90		See NRC prices below	
		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	$ 10.90		See NRC prices below	
		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.90		See NRC prices below	
		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	$ 10.90		See NRC prices below	
		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	$ 10.90		See NRC prices below	
		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.90		See NRC prices below	
		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	$ 10.90		See NRC prices below	
		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	$ 10.90		See NRC prices below	
		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.90		See NRC prices below	
		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	$ 10.90		See NRC prices below	
	4-Wire xDSL Loop					
		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	$ 24.45		See NRC prices below	
		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	$ 24.45		See NRC prices below	
		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	$ 24.45		See NRC prices below	
IDSL Capable Loop						
	IDSL Loop Access Area C - Rural		$ 13.06		See NRC prices below	
	IDSL Loop Access Area B - Suburban		$ 13.06		See NRC prices below	
	IDSL Loop Access Area A - Metro		$ 13.06		See NRC prices below	
	HFPL Loop					
*		HFPL Loop - Access Area C- Rural	$ 5.45		N/A	N/A
*		HFPL Loop - Access Area B- Suburban	$ 5.45		N/A	N/A
*		HFPL Loop - Access Area A- Metro	$ 5.45		N/A	N/A
	Loop Qualification Process					
		Loop Qualification Process - Mechanized	N/A		$ 0.10	N/A
		Loop Qualification Process - Manual	N/A		TBD	N/A
		Loop Qualification Process - Detailed Manual	N/A		TBD	N/A
	HFPL Splitter					
*		SBC owned splitter--line at a time	$ 1.96		N/A	N/A

			AIT Generic Rates			
WISCONSIN			AIT RECURRING		AIT NON-REC.	
			Monthly			
	DSL Conditioning Options - >12KFT and < 17.5KFT					
		Removal of Repeater Options	N/A		$ 149.01	N/A
		Removal Bridged Tap Option	N/A		$ 720.01	N/A
		Removal of Load Coil	N/A		$ 691.82	N/A
	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT					
		Removal of Repeater Options	N/A		$ 145.82	N/A
		Removal Bridged Tap Option	N/A		$ 344.90	N/A
		Removal of Load Coil	N/A		$ 582.38	N/A
	DSL Conditioning - Removal of Bridged Tap (RABT)					
	Removal of All Bridged Taps - Initial		N/A		$ 597.10	
		(xDSL loops from 12,000ft to 17,500ft in length for Excessive and 0 to 17,500ft in length for Non-Excessive)				
	Removal of Non-Excessive Bridged Tap - Initial		N/A		$ 230.66	
		(xDSL loops from 0ft to 17,500ft in Length)				
	Removal of all Bridged Tap > 17,500ft, (per occurrence) - Incremental		N/A		$ 230.66	
		(xDSL loops greater than 17,500ft in length)				
	Removal of Non-Excessive Bridged Tap > 17,500ft (per occurrence) - Incremental		N/A		$ 230.66	
		(xDSL loops greater than 17,500 ft in Length)				
Loop Non-Recurring Charges (Excluding DS3)						
	Bus Service Order - Establish		N/A		$ 16.50	N/A
	Bus Service Order - Add/Change		N/A		$ 16.50	N/A
	Bus Line Connection		N/A		$ 40.10	N/A
	Res Service Order - Establish		N/A		$ 16.50	N/A
	Res Service Order - Add/Change		N/A		$ 16.50	N/A
	Res Line Connection		N/A		$ 40.10	N/A
*	HFPL Service Order Charge		N/A		$ 16.50	N/A
DS3 Loop Non-Recurring Charges						
	Administrative		N/A		$ 183.10	N/A
	Design & Central Office		N/A		$ 575.14	N/A
	Customer Connection		N/A		$ 204.37	N/A
SUB-LOOPS						
	CO to ECS sub-loop					
		2 Wire Analog - area A	$ 11.08		See NRC prices below	
		2 Wire Analog - area B	$ 11.08		See NRC prices below	
		2 Wire Analog - area C	$ 11.08		See NRC prices below	
		4 Wire Analog - area A	$ 27.35		See NRC prices below	
		4 Wire Analog - area B	$ 27.35		See NRC prices below	
		4 Wire Analog - area C	$ 27.35		See NRC prices below	
		2 Wire DSL - area A	TBD		See NRC prices below	
		2 Wire DSL - area B	TBD		See NRC prices below	
		2 Wire DSL - area C	TBD		See NRC prices below	
		4 Wire DSL - area A	TBD		See NRC prices below	
		4 Wire DSL - area B	TBD		See NRC prices below	
		4 Wire DSL - area C	TBD		See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 26.65		See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 26.65		See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 26.65		See NRC prices below	
	CO to RT sub-loop					
		4 Wire DS1 Compatible - area A	$ 147.47		See NRC prices below	
		4 Wire DS1 Compatible - area B	$ 147.47		See NRC prices below	
		4 Wire DS1 Compatible - area C	$ 147.47		See NRC prices below	
		DS3 compatible subloop - area A	$ 972.02		See NRC prices below	
		DS3 compatible subloop - area B	$ 972.02		See NRC prices below	
		DS3 compatible subloop - area C	$ 972.02		See NRC prices below	
	CO to SAI Sub-Loop					
		2 Wire Analog - area A	$ 10.27		See NRC prices below	
		2 Wire Analog - area B	$ 10.27		See NRC prices below	
		2 Wire Analog - area C	$ 10.27		See NRC prices below	
		4 Wire Analog - area A	$ 25.74		See NRC prices below	
		4 Wire Analog - area B	$ 25.74		See NRC prices below	
		4 Wire Analog - area C	$ 25.74		See NRC prices below	

			AIT Generic Rates		
WISCONSIN			AIT RECURRING		AIT NON-REC.
			Monthly		
		2 Wire DSL - area A	$ 6.36		See NRC prices below
		2 Wire DSL - area B	$ 6.36		See NRC prices below
		2 Wire DSL - area C	$ 6.36		See NRC prices below
		4 Wire DSL - area A	$ 12.69		See NRC prices below
		4 Wire DSL - area B	$ 12.69		See NRC prices below
		4 Wire DSL - area C	$ 12.69		See NRC prices below
		2 Wire ISDN Compatible - area A	N/A		See NRC prices below
		2 Wire ISDN Compatible - area B	N/A		See NRC prices below
		2 Wire ISDN Compatible - area C	N/A		See NRC prices below
	CO to Terminal sub-loop				
		2 Wire Analog - area A	$ 16.08		See NRC prices below
		2 Wire Analog - area B	$ 16.08		See NRC prices below
		2 Wire Analog - area C	$ 16.08		See NRC prices below
		4 Wire Analog - area A	$ 37.34		See NRC prices below
		4 Wire Analog - area B	$ 37.34		See NRC prices below
		4 Wire Analog - area C	$ 37.34		See NRC prices below
		2 Wire DSL - area A	$ 12.15		See NRC prices below
		2 Wire DSL - area B	$ 12.15		See NRC prices below
		2 Wire DSL - area C	$ 12.15	`	See NRC prices below
		4 Wire DSL - area A	$ 24.31		See NRC prices below
		4 Wire DSL - area B	$ 24.31		See NRC prices below
		4 Wire DSL - area C	$ 24.31		See NRC prices below
		2 Wire ISDN Compatible - area A	N/A		See NRC prices below
		2 Wire ISDN Compatible - area B	N/A		See NRC prices below
		2 Wire ISDN Compatible - area C	N/A		See NRC prices below
	ECS to SAI sub-loop				
		2 Wire Analog - area A	$ 1.48		See NRC prices below
		2 Wire Analog - area B	$ 1.48		See NRC prices below
		2 Wire Analog - area C	$ 1.48		See NRC prices below
		4 Wire Analog - area A	$ 2.96		See NRC prices below
		4 Wire Analog - area B	$ 2.96		See NRC prices below
		4 Wire Analog - area C	$ 2.96		See NRC prices below
		2 Wire DSL - area A	$ 1.48		See NRC prices below
		2 Wire DSL - area B	$ 1.48		See NRC prices below
		2 Wire DSL - area C	$ 1.48		See NRC prices below
		4 Wire DSL - area A	$ 2.96		See NRC prices below
		4 Wire DSL - area B	$ 2.96		See NRC prices below
		4 Wire DSL - area C	$ 2.96		See NRC prices below
	ECS to Terminal sub-loop				
		2 Wire Analog - area A	$ 7.28		See NRC prices below
		2 Wire Analog - area B	$ 7.28		See NRC prices below
		2 Wire Analog - area C	$ 7.28		See NRC prices below
		4 Wire Analog - area A	$ 14.56		See NRC prices below
		4 Wire Analog - area B	$ 14.56		See NRC prices below
		4 Wire Analog - area C	$ 14.56		See NRC prices below
		2 Wire DSL - area A	$ 7.28		See NRC prices below
		2 Wire DSL - area B	$ 7.28		See NRC prices below
		2 Wire DSL - area C	$ 7.28		See NRC prices below
		4 Wire DSL - area A	$ 14.56		See NRC prices below
		4 Wire DSL - area B	$ 14.56		See NRC prices below
		4 Wire DSL - area C	$ 14.56		See NRC prices below
	ECS to NID sub-loop				
		2 Wire Analog - area A	$ 8.64		See NRC prices below
		2 Wire Analog - area B	$ 8.64		See NRC prices below
		2 Wire Analog - area C	$ 8.64		See NRC prices below
		4 Wire Analog - area A	$ 17.26		See NRC prices below
		4 Wire Analog - area B	$ 17.26		See NRC prices below
		4 Wire Analog - area C	$ 17.26		See NRC prices below
		2 Wire DSL - area A	$ 8.64		See NRC prices below
		2 Wire DSL - area B	$ 8.64		See NRC prices below
		2 Wire DSL - area C	$ 8.64		See NRC prices below
		4 Wire DSL - area A	$ 17.26		See NRC prices below
		4 Wire DSL - area B	$ 17.26		See NRC prices below
		4 Wire DSL - area C	$ 17.26		See NRC prices below
	SAI to Terminal sub-loop				
		2 Wire Analog - area A	$ 6.82		See NRC prices below
		2 Wire Analog - area B	$ 6.82		See NRC prices below
		2 Wire Analog - area C	$ 6.82		See NRC prices below

			AIT Generic Rates			
WISCONSIN			AIT RECURRING		AIT NON-REC.	
			Monthly			
		4 Wire Analog - area A	$ 13.63		See NRC prices below	
		4 Wire Analog - area B	$ 13.63		See NRC prices below	
		4 Wire Analog - area C	$ 13.63		See NRC prices below	
		2 Wire DSL - area A	$ 6.82		See NRC prices below	
		2 Wire DSL - area B	$ 6.82		See NRC prices below	
		2 Wire DSL - area C	$ 6.82		See NRC prices below	
		4 Wire DSL - area A	$ 13.63		See NRC prices below	
		4 Wire DSL - area B	$ 13.63		See NRC prices below	
		4 Wire DSL - area C	$ 13.63		See NRC prices below	
	SAI to NID sub-loop					
		2 Wire Analog - area A	$ 8.17		See NRC prices below	
		2 Wire Analog - area B	$ 8.17		See NRC prices below	
		2 Wire Analog - area C	$ 8.17		See NRC prices below	
		4 Wire Analog - area A	$ 16.32		See NRC prices below	
		4 Wire Analog - area B	$ 16.32		See NRC prices below	
		4 Wire Analog - area C	$ 16.32		See NRC prices below	
		2 Wire DSL - area A	$ 8.17		See NRC prices below	
		2 Wire DSL - area B	$ 8.17		See NRC prices below	
		2 Wire DSL - area C	$ 8.17		See NRC prices below	
		4 Wire DSL - area A	$ 16.32		See NRC prices below	
		4 Wire DSL - area B	$ 16.32		See NRC prices below	
		4 Wire DSL - area C	$ 16.32		See NRC prices below	
	Terminal to NID sub-loop					
		2 Wire Analog - area A	$ 1.87		See NRC prices below	
		2 Wire Analog - area B	$ 1.87		See NRC prices below	
		2 Wire Analog - area C	$ 1.87		See NRC prices below	
		4 Wire Analog - area A	$ 3.75		See NRC prices below	
		4 Wire Analog - area B	$ 3.75		See NRC prices below	
		4 Wire Analog - area C	$ 3.75		See NRC prices below	
		2 Wire DSL - area A	$ 1.87		See NRC prices below	
		2 Wire DSL - area B	$ 1.87		See NRC prices below	
		2 Wire DSL - area C	$ 1.87		See NRC prices below	
		4 Wire DSL - area A	$ 3.75		See NRC prices below	
		4 Wire DSL - area B	$ 3.75		See NRC prices below	
		4 Wire DSL - area C	$ 3.75		See NRC prices below	
	NID sub-loop element					
		2 Wire Analog - area A	TBD		See NRC prices below	
		2 Wire Analog - area B	TBD		See NRC prices below	
		2 Wire Analog - area C	TBD		See NRC prices below	
		4 Wire Analog - area A	TBD		See NRC prices below	
		4 Wire Analog - area B	TBD		See NRC prices below	
		4 Wire Analog - area C	TBD		See NRC prices below	
		2 Wire DSL - area A	TBD		See NRC prices below	
		2 Wire DSL - area B	TBD		See NRC prices below	
		2 Wire DSL - area C	TBD		See NRC prices below	
		4 Wire DSL - area A	TBD		See NRC prices below	
		4 Wire DSL - area B	TBD		See NRC prices below	
		4 Wire DSL - area C	TBD		See NRC prices below	
		2 Wire ISDN Compatible - area A	TBD		See NRC prices below	
		2 Wire ISDN Compatible - area B	TBD		See NRC prices below	
		2 Wire ISDN Compatible - area C	TBD		See NRC prices below	
		4 Wire DS1 Compatible - area A	TBD		See NRC prices below	
		4 Wire DS1 Compatible - area B	TBD		See NRC prices below	
		4 Wire DS1 Compatible - area C	TBD		See NRC prices below	
		DS3 compatible subloop - area A	TBD		See NRC prices below	
		DS3 compatible subloop - area B	TBD		See NRC prices below	
		DS3 compatible subloop - area C	TBD		See NRC prices below	
	Sub-Loop Non-Recurring Charges					
		2-Wire Analog Sub-Loop			$ 220.88	
		4-Wire Analog Sub-Loop			$ 221.90	
		2-Wire xDSL Digital Sub-Loop			$ 254.74	
		4-Wire xDSL Digital Sub-Loop			$ 259.05	
		2-Wire ISDN Digital Sub-Loop			$ 281.32	
		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			$ 488.74	
		DS3 Sub-Loop			$ 643.91	
	Service Order Charge					
		Establish, per occasion			$ 16.50	
		Add or change, per occasion			$ 16.50	

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
	Line Connection Charge					
		per occasion			$ 40.10	
DSL Cross Connects						
*	HFPL Cross Connect - CLEC Owned Non Integrated		$ 0.71		$ 58.59	N/A
*	HFPL Cross Connect - CLEC Owned Integrated		$ 0.71		$ 58.59	N/A
*	HFPL Cross Connect - SBC Owned		$ 0.71		$ 71.48	N/A
	The price assumes all Central Office cross-connects required to provision the HFPL product					
HFPL OSS Charge						
*	HFPL OSS Charge - per line		$ 0.91		N/A	N/A
HFPL LST						
	Line & Station Transfer(LST)		N/A		TBD	TBD
Loop Cross Connects						
	DS3 C.O. Cross-Connect to Collocation		$ 29.01		N/A	N/A
Unbundled Local Switching			**USAGE**			
	ULS Usage, per Originating or Terminating MOU (statewide)		$ 0.003451		NA	NA
			PER MESSAGE			
	Daily Usage Feed (DUF), per message		$ 0.000940		NA	NA
	Customized Routing per Line Class Code, per switch		NA		$ 218.98	
	Billing Establishment, per CLEC, per switch		NA		NA	N/A
	Service Coordination Fee, per CLEC bill, per switch		$ 1.16		N/A	N/A
Unbundled Local Switching with Shared Transport			**USAGE**			
	ULS-Usage for ULS-ST, per Originating & Terminating MOU		$ 0.001319		N/A	
	ULS-ST Blended Transport MOU		$ 0.001662		N/A	
	ULS-ST Reciprocal Compensation MOU		$ 0.001319		N/A	
	ULS-ST Common Transport MOU		$ 0.001072		N/A	
	ULS-ST Tandem Switching MOU		$ 0.000291		N/A	
			PER MESSAGE			
	SS7 Signaling Transport associated with ULS-ST		$ 0.000055		N/A	
	Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		NA		$ 120.51	
Port Charge Per Month						
	Analog Line Port		$ 6.25		$ 54.27	N/A
	Analog Residence Only Line Port (Wisconsin Only)		$ 3.71		$ 54.27	N/A
	Ground Start Port		$ 6.88		$ 54.27	N/A
	Analog DID Trunk Port		$ 13.84		$ 54.27	N/A
	ISDN BRI Port		$ 34.17		$ 54.27	N/A
	ISDN PRI Port		$ 172.28		$ 675.82	N/A
	Digital Trunking Trunk Port		$ 112.14		$ 675.82	N/A
	DS1 Trunk Port		$ 110.06		$ 675.82	N/A
	Centrex Basic Line Port		$ 10.83		$ 54.27	N/A
	Centrex ISDN BRI Port		$ 55.38		$ 54.27	N/A
	Centrex EKL Line Port		$ 33.21		$ 54.27	N/A
	Centrex Attendant Console Line Port		$ 107.02		$ 108.54	N/A
Port Non-Recurring Charges						
	Service Order - Line Port, per occasion		NA		$ 17.66	N/A
	Service Order - Trunk Port, per occasion		NA		$ 348.43	N/A
	Service Order - Record Order, per occasion		NA		$ 15.34	N/A
	Conversion from one port type to another, per each port changed		NA		$ 50.60	N/A
Cross Connects						
	2-Wire		$ 0.19		NA	NA
	4-Wire		$ 0.38		NA	NA
	6-Wire		$ 0.57		NA	NA
	8-Wire		$ 0.76		NA	NA
	DS1/LT1		$ 0.52		NA	NA
	DS3/LT3		$ 0.96		NA	NA
	OC3		$ 103.01		NA	NA
	OC12		$ 542.96		NA	NA

			AIT Generic Rates			
WISCONSIN			AIT RECURRING		AIT NON-REC.	
			Monthly			
	OC48		$ 1,218.40		NA	NA
Tandem Switching						
	per minute of use (without Tandem Trunks)		$ 0.000674		NA	NA
Dedicated Transport						
	Entrance Facility:					
	DS1	Zone 1	$ 69.09		NA	NA
		Zone 2	$ 69.09		NA	NA
		Zone 3	$ 69.09		NA	NA
	DS3	Zone 1	$ 1,005.93		NA	NA
		Zone 2	$ 1,005.93		NA	NA
		Zone 3	$ 1,005.93		NA	NA
	OC3	All Zones	$ 456.36		NA	NA
	OC12	All Zones	$ 720.09		NA	NA
	OC48	All Zones	$ 3,111.65		NA	NA
	Interoffice Transport:					
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 15.69		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 2.41		NA	NA
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 173.23		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 36.20		NA	NA
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 371.20		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 261.37		NA	NA
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 635.43		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 467.09		NA	NA
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 1,522.30		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 403.40		NA	NA
Multiplexing						
	DS1 to Voice Grade		$ 298.31		NA	NA
	DS3 to DS1		$ 383.00		NA	NA
	OC3	Add/Drop Multiplexing - Per Arrangement	$ 606.97		NA	NA
		Add/Drop Function				
		- Per DS3 Add or Drop	$ 140.96		NA	NA
		- Per DS1 Add or Drop	$ 43.54		NA	NA
	OC12	Add/Drop Multiplexing - Per Arrangement	$ 667.13		NA	NA
		Add/Drop Function				
		- Per OC3 Add or Drop	$ 196.36		NA	NA
		- Per DS3 Add or Drop	$ 42.58		NA	NA
	OC48	Add/Drop Multiplexing - Per Arrangement	$ 770.56		NA	NA
		Add/Drop Function				
		- Per OC12 Add or Drop	$ 391.22		NA	NA
		- Per OC3 Add or Drop	$ 180.31		NA	NA
		- Per DS3 Add or Drop	$ 63.77		NA	NA
Dedicated Transport Cross Connects						
	DS1		$ 0.52		NA	NA
	DS3		$ 0.96		NA	NA
	OC3		$ 103.01		NA	NA
	OC12		$ 542.96		NA	NA
	OC48		$ 1,218.40		NA	NA
Dark Fiber						
	Dark Fiber Interoffice					
		Dark Fiber Interoffice Termination (Per Termination per Fiber)	$170.33		NA	NA
		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	$0.00398		NA	NA
		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	$3.01		NA	NA
	Dark Fiber Loop					
		Dark Fiber Loop Termination (Per Termination per Fiber)	$29.21		NA	NA
		Dark Fiber Loop Mileage (Per Fiber per Foot)	$0.00374		NA	NA
		Dark Fiber Loop Cross Connect (Per Termination per Fiber)	$2.41		NA	NA
	Inquiry (Per Request)					
		Dark Fiber Loop - NRC	NA		$70.53	NA
		Dark Fiber Sub-Loop - NRC	NA		$70.53	NA
		Dark Fiber Interoffice Transport - NRC	NA		$289.69	NA
	FIRM ORDER (Per Fiber Strand)					

			AIT Generic Rates			
WISCONSIN			AIT RECURRING		AIT NON-REC.	
			Monthly			
		Administrative per Order				
		Connect	NA		$11.19	NA
		Disconnect	NA		$9.28	NA
		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)	NA			
		Connect	NA		$301.55	NA
		Disconnect	NA		$81.84	NA
		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)	NA			
		Connect	NA		$301.57	NA
		Disconnect	NA		$74.61	NA
		Dark Fiber Interofcfice Transport - NRC	NA			
		Connect	NA		$379.60	NA
		Disconnect	NA		$144.27	NA
Digital Cross-Connect System						
	DCS Port Charge					
	DS1		ICB		ICB	NA
	DS3		ICB		ICB	NA
	DCS Establishment Charge		ICB		ICB	NA
	Database Modification Charge		ICB		ICB	NA
	Reconfiguration Charge		ICB		ICB	NA
Dedicated Transport Network Reconfiguration Service (NRS)						
	On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions						
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			$ 371.79	NA
	OC3	1+1 Protection - Per OC3 Entrance Facility	$ 55.75		NA	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$ 55.75		$ 2,640.45	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC3 Entrance Facility	$ 55.75		NA	NA
		- (2) Per Quarter Route Mile	$ 75.75		NA	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility	$ 275.82		NA	NA
		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	$ 275.82		$ 2,640.45	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC12 Entrance Facility	$ 275.82		NA	NA
		- (2) Per Quarter Route Mile	$ 67.73		NA	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility	$ 1,056.21		NA	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$ 1,056.21		$ 2,640.45	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC48 Entrance Facility	$ 1,056.21		NA	NA
		- (2) Per Quarter Route Mile	$ 88.17		NA	NA
Dedicated Transport Installation & Rearrangement Charges						
	DS1	Administration Charge - Per Order	NA		$ 346.87	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 543.46	NA
		Carrier Connection Charge - Per Order	NA		$ 516.53	NA
	DS3	Administration Charge - Per Order	NA		$ 266.67	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 578.43	NA
		Carrier Connection Charge - Per Order	NA		$ 345.33	NA
	OC3	Administration Charge - Per Order	NA		$ 106.14	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 436.76	NA
		Carrier Connection Charge - Per Order	NA		$ 828.62	NA
	OC12	Administration Charge - Per Order	NA		$ 106.14	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 436.76	NA
		Carrier Connection Charge - Per Order	NA		$ 828.62	NA
	OC48	Administration Charge - Per Order	NA		$ 106.14	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 436.76	NA
		Carrier Connection Charge - Per Order	NA		$ 828.62	NA
Line Information Database - LIDB			**USAGE**			
	Validation Query (Regional STP Access Includes SMS & Sleuth)		$ 0.016050	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)		$ 0.000014	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)		$ 0.016050	(per query)	NA	NA
	Query Transport (Local STP Access Validation)		$ 0.000168	(per query)	NA	NA
	CNAM Database Query (Regional STP Access Includes SMS)		$ 0.0093985	(per query)	NA	NA
	CNAM Database Query (Local STP Access Includes SMS)		$ 0.0093985	(per query)	NA	NA
	Service Order Cost		NA		$ 25.00	NA
	Service Establishment Charge		NA		NA	NA

		AIT Generic Rates			
WISCONSIN		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly			
	LIDB Data Storage & Administration				
	Manual Update	NA		$ 2.00	(Per Update)
800 Database		**USAGE**			
	Toll Free Database Query (Regional STP Access)	$ 0.001298	(per query)		
	Call Handling and Destination (Regional STP Access)	$ 0.000169	(per query)		
	Toll Free Database Query (Local STP Access)	$ 0.001452	(per query)		
	Call Handling and Destination (Local STP Access)	$ 0.000322	(per query)		
SS7					
	SS7 Links - Cross Connects				
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
	SS7 Links				
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	STP Port	$ 347.17		$ 628.12	N/A
	SS7 Signalling	**USAGE**			
	Signal Switching/IAM msg	$ 0.000184			
	Signal Transport/IAM msg	$ 0.000133			
	Signal Formulation/IAM msg	$ 0.000342			
	Signal Tandem Switching/IAM msg	$ 0.000458			
	Signal Switching/TCAP msg	$ 0.000152			
	Signal Transport/TCAP msg	$ 0.000090			
	Signal Formulation/TCAP msg	$ 0.000333			
	Point Code Addition	N/A		$ 22.94	N/A
	Global Title Translation Addition	N/A		$ 12.33	N/A
	Record				
	Disconnect				
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
Call Waiting		$ -			
Call Forwarding Variable		$ -			
Call Forwarding Busy Line		$ -			
Call Forwarding Don't Answer		$ -			
Three-Way Calling		$ -			
Speed Calling - 8		$ -			
Speed Calling - 30		$ -			
Auto Callback/Auto Redial		$ -			
Distinctive Ring/Priority Call		$ -			
Selective Call Rejection/Call Blocker		$ -			
Auto Recall/Call Return		$ -			
Selective Call Forwarding		$ -			
Calling Number Delivery		$ -			
Calling Name Delivery		$ -			
Calling Number/Name Blocking		$ -			
Anonymous Call Rejection (to date only available in Texas)		$ -			
Analog Line Port Features:		$ -			
Personalized Ring (per arrangement per port)		$ -			
Hunting Arrangement (per arrangement)					
ISDN BRI Port Features (per B Channel, unless noted)		$ -			
CSV/CSD per ISDN BRI port (required/provided)					
Basic Electonic Key Terminal Service (EKTS)					
Basic EKTS provides:					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					

		AIT Generic Rates			
WISCONSIN		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly			
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					
Call Appearance Call Handling (CACH) EKTS					
CACH EKTS includes:					
Additional Call Offering (inherent)					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Intercom					
Key System Coverage for Analog Lines					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					
Basic individual features:					
Additional Call Offering					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Calling Number Delivery					
Hunt Group for CSD					
Hunt Group for CSV					
Message Waiting Indicator					
Secondary Only Telephone Number					
Three Way Conference Calling					
ISDN PRI Port Features					
Backup D Channel					
Calling Number Delivery					
Dynamic Channel Allocation					
DID #s - see Analog DID Trunk Port Features					
Analog Trunk Port Features (per feature per port)					
DID #s - per telephone number		$ 0.01			
DS1 Digital Trunk Port Features (per feature per port)					
DID #s - see Analog DID Trunk Port Features					
Unbundled Centrex System Options					
System Initial Establishment per Serving Office - Analog Only		NA		$ 469.62	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix		NA		$ 469.62	NA
System Initial Establishment per Serving Office - ISDN BRI Only		NA		$ 469.62	NA
System Subsequent Change per Serving Office - Analog only system		NA		$ 62.40	NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system		NA		$ 62.40	NA
System Subsequent Change per Serving Office - ISDN BRI only system		NA		$ 62.40	NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system		NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system		NA		NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex					
Standard feature initialization per Analog Line Port		$ -		$ 228.75	
Individual Features (per feature per port):		$ 374.80		NA	
Automatic Callback Calling/Business Group Callback					
Call Forwarding Variable/Business Group Call Forwarding Variable					
Call Forwarding Busy Line					
Call Forwarding Don't Answer					
Call Hold					
Call Pickup					
Call Transfer - All Calls					
Call Waiting - Intragroup/Business Group Call Waiting					

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
Call Waiting - Originating						
Call Waiting - Terminating						
Class of Service Restriction - Fully Restricted						
Class of Service Restriction - Semi Restricted						
Class of Service Restriction - Toll Restricted						
Consultation Hold						
Dial Call Waiting						
Directed Call Pickup - Non Barge In						
Directed Call Pickup - With Barge In						
Distinctive Ringing and Call Waiting Tone						
Hunting Arrangement - Basic						
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
ISDN BRI Port Features for Unbundled Centrex						
Circuit Switched Voice (CSV)/(CSD) per BRI						
Standard feature initialization per Centrex System			$ 374.80		NA	
Individual features (per feature per B Channel)						
Additional Call Offering for CSV						
Automatic Callback Calling						
Call Forwarding Busy Line						
Call Forwarding Don't Answer						
Call Forwarding Variable						
Call Hold						
Call Pickup						
Call Transfer - All Calls						
Class of Service Restriction - Fully Restricted						
Class of Service Restriction - Semi Restricted						
Class of Service Restriction - Toll Restricted						
Consultation Hold						
Dial Call Waiting						
Directed Call Pickup - Non Barge In						
Directed Call Pickup - With Barge In						
Distinctive Ringing						
Hunting Arrangement - Basic						
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
Custom Access Treatment Code (TX only)						
Denied Origination (TX only)						
Denied Termination (TX only)						
Intercom Dialing (TX only)						
OTHER						
	Directory Assistance					
		Directory Assistance, per occurrence	$ 0.30		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.15		NA	NA
		Directory Assistance/National Directory Assistance, per occurrence	$ 0.35		NA	NA
		Branding - Other - Initial/Subsequent Load			$ 1,800.00	
		- per call	$ 0.025			
		Branding - Facility Based - Initial/Subsequent Load				
		- Branding, per trunk group	NA		$ 800.00	NA
		Directory Assistance - Facilities Based Rate Reference - Initial Load	NA		$ 2,200.00	NA
		Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		$ 1,000.00	NA
	DA Listings					
	DA Listing Liscense					
		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
		- per listing for initial load	NA		$ 0.040	NA

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
		- per listing for subsequent updates	NA		$ 0.060	NA
		Option #2 Full File (all states inclusive) Billable Release				
		- per listing for initial load	NA		$ 0.020	NA
		- per listing for subsequent updates	NA		$ 0.030	NA
		- per usage/query	NA		$ 0.020	NA
		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
		- per listing for initial load	NA		$ 0.050	NA
		- per listing for subsequent updates	NA		$ 0.060	NA
		Option #4 Pick & Choose (by state) Billable Release				
		- per listing for initial load	NA		$ 0.020	NA
		- per listing for subsequent updates	NA		$ 0.030	NA
		- per usage/query	NA		$ 0.020	NA
	Operator Services					
		Fully Automated Call Processing, per occurrence	$ 0.15		NA	NA
		Operator Assisted Call Processing, per work second	$ 0.02		NA	NA
		Branding - Other - Initial/Subsequent Load			1,800.00	
		- per call	$ 0.025			
		Branding - Facility Based - Initial/Subsequent Load				
		- Branding, per trunk group	NA		$ 800.00	NA
		Operator Services - Facilities Based Rate Reference - Initial Load	NA		$ 2,200.00	NA
		Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		$ 1,000.00	NA
	Ancillary Message Billing Compensation (Per Message)		$ 0.03		NA	NA
	Structure Access - Poles & Ducts		Annually			
		Per Pole attachment*	$ 3.03			
		Per Foot of innerduct	$ 0.31			
		Application fee			$ 200.00	
	Emenrgency Number Service Access		See Tariff #20 Part 23 Section 3			
		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
RECIPROCAL COMPENSATION						
	End Office Local Termination					
		Set up charge, per call	$ 0.005485			
		Duration charge, per MOU	$ 0.001662			
	Tandem Switching					
		Set up charge, per call	$ 0.000904			
		Duration charge, per MOU	$ 0.000483			
	Tandem Transport Termination					
		Set up charge, per call	$ 0.000122			
		Duration charge, per MOU	$ 0.000064			
	Tandem Transport Facility Mileage, per MOU per mile					
		Set up charge, per mile	$ 0.000008			
		Duration charge, per MOU per mile	$ 0.000003			
TRANSIT SERVICE						
	Tandem Switching					
		per minute of use	$ 0.004907		NA	
	Tandem Termination					
		per minute of use	$ 0.000175		NA	
	Tandem Facility					
		per minute of use	$ 0.000012		NA	
*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**						

		AIT Generic Rates	
WISCONSIN		**AIT RECURRING**	**AIT NON-REC.**
		Monthly	
RESALE		RECURRING	NON-RECURRING
	BUSINESS		
	LOCAL EXCHANGE SERVICE		
	Business 1 Party	17.50%	27.50%
	Business - Measured	17.50%	27.50%
	Customer Operated Pay Telephone (COPT)	17.50%	27.50%
	EXPANDED LOCAL CALLING		
	Extended Area Service	20.00%	20.00%
	VERTICAL SERVICES		
	Anonymous Call Rejection	25.00%	25.00%
	Repeat Dialing (Auto Redial)	25.00%	25.00%
	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	25.00%	25.00%
	Call Blocker	25.00%	25.00%
	Call Forwarding	25.00%	25.00%
	Call Forwarding - Busy Line	25.00%	25.00%
	Call Forwarding - Busy Line/Don't Answer	25.00%	25.00%
	Call Forwarding - Don't Answer	25.00%	25.00%
	Automatic CallBack (Call Return)	25.00%	25.00%
	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	25.00%	25.00%
	Call Trace	25.00%	25.00%
	Call Waiting	25.00%	25.00%
	Caller ID WithName (Calling Name)	25.00%	25.00%
	Caller ID (Calling Number)	25.00%	25.00%
	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	25.00%	25.00%
	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	25.00%	25.00%
	Remote Access to Call Forwarding (Grandfathered)	0.00%	0.00%
	Selective Call Forwarding	0.00%	0.00%
	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	25.00%	25.00%
	Remote Call Forwarding-Per Feature	25.00%	25.00%
	RCF, Interstate, Interexchange	25.00%	25.00%
	RCF, Intrastate	25.00%	25.00%
	RCF, Interstate, International	25.00%	25.00%
	RCF, Intrastate, Interexchange	25.00%	25.00%
	RCF to 800	25.00%	25.00%
	RCF Additional	25.00%	25.00%
	Speed Calling 8	25.00%	25.00%
	Speed Calling 30	25.00%	25.00%
	Three Way Calling	25.00%	25.00%
	Call Screening	25.00%	25.00%
	Busy Line Transfer	25.00%	25.00%
	Alternate Answer	25.00%	25.00%
	Message Waiting - Tone	25.00%	25.00%
	Easy Call	25.00%	25.00%
	Prime Number Service	25.00%	25.00%
	AMERITECH Privacy Manager	25.00%	25.00%
	Name and Number Delivery Service	25.00%	25.00%
	DID		
	DID	15.00%	15.00%
	TRUNKS		
	Trunk	17.50%	17.50%
	AIN		
	Area Wide Networking	25.00%	25.00%
	Ameritech Switch Alternate Routing (ANSAR)	25.00%	25.00%
	Ameritech Customer Location Alternate Routing (ACLAR)	25.00%	25.00%
	OTHER		
	Grandfathered Services	0.00%	0.00%
	Promotions (Greater than 90 days)	25.00%	25.00%
	TouchTone (Business)	25.00%	25.00%
	TouchTone (Trunk)	25.00%	25.00%
	900/976 Call Blocking (900/976 Call Restriction)	0%	0%
	976 (976 Information Delivery Service)	0%	0%

		AIT Generic Rates			
WISCONSIN		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly			
	Access Services (See Access Tariff)	0%		0%	
	Additional Directory Listings	15.00%		15.00%	
	Carrier Disconnect Service (Company Initiated Suspension Service)	0%		0%	
	Connection Services	25.00%		25.00%	
	Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
	Shared Tenant Service	0%		0%	
	Data Services				
	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	8.00%		8.00%	
	PBX Trunks	8.00%		8.00%	
	Mulit-Service Optical Network (MON)	8.00%		8.00%	
	OCn-PTP	8.00%		8.00%	
	ADTS-E	8.00%		8.00%	
	DS0	8.00%		8.00%	
	DS1	8.00%		8.00%	
	DS3	8.00%		8.00%	
	ISDN				
	ISDN	9.75%		9.75%	
	DIRECTORY ASSISTANCE SERVICES				
	Directory Assistance Services	15.00%		15.00%	
	Local Operator Assistance Service	15.00%		15.00%	
	TOLL				
	TOLL	25.00%		25.00%	
	OPTIONAL TOLL CALLING PLANS				
	Optional Toll Calling Plans	25.00%		25.00%	
	CENTREX (PLEXAR)				
	Ameritech Centrex Service ACS	25.00%		25.00%	
	Ameritech Centrex Network Manager	0.00%		0.00%	
	PRIVATE LINE				
	Analog Private Lines	8.00%		8.00%	
	Private Line Channel Services	8.00%		8.00%	
	RESIDENCE	***RESALE DISCOUNTS***			
	LOCAL EXCHANGE SERVICE	RECURRING		NON-RECURRING	
	Life Line	0.00%		0.00%	
	Residence 1 Party	14.50%		25.00%	
	Residence Measured	14.50%		25.00%	
	EXPANDED LOCAL CALLING				
	Extended Area Service	17.50%		17.50%	
	VERTICAL SERVICES				
	Anonymous Call Rejection	23.00%		23.00%	
	Repeat Dialing (Auto Redial)	23.00%		23.00%	
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	23.00%		23.00%	
	Call Blocker	23.00%		23.00%	
	Call Forwarding	23.00%		23.00%	
	Call Forwarding - Busy Line	23.00%		23.00%	
	Call Forwarding - Busy Line/Don't Answer	23.00%		23.00%	
	Call Forwarding - Don't Answer	23.00%		23.00%	
	Automatic Call-Back (Call Return)	23.00%		23.00%	
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	23.00%		23.00%	
	Call Trace	23.00%		23.00%	
	Call Waiting	23.00%		23.00%	
	Caller ID with Name (Calling Name)	23.00%		23.00%	
	Caller ID (Calling Number)	23.00%		23.00%	
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	23.00%		23.00%	
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	23.00%		23.00%	
	Remote Access to Call Forwarding (GF)	0.00%		0.00%	
	RCF, Interstate, Interexchange	23.00%		23.00%	
	RCF, Intrastate	23.00%		23.00%	
	RCF, Interstate, International	23.00%		23.00%	

		AIT Generic Rates			
WISCONSIN		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly			
	RCF, Intrastate, Interexchange	23.00%		23.00%	
	RCF to 800	23.00%		23.00%	
	RCF Additional	23.00%		23.00%	
	Selective Call Forwarding	23.00%		23.00%	
	Speed Calling 8	23.00%		23.00%	
	Three Way Calling	23.00%		23.00%	
	Call Screening	23.00%		23.00%	
	Busy Line Transfer	23.00%		23.00%	
	Alternate Answer	23.00%		23.00%	
	Message Waiting - Tone	23.00%		23.00%	
	Easy Call	23.00%		23.00%	
	AMERITECH Privacy Manager	23.00%		23.00%	
	Name and Number Delivery Service	23.00%		23.00%	
	ISDN				
	ISDN	9.75%		9.75%	
	DIRECTORY ASSISTANCE SERVICES				
	Directory Assistance Services	15.00%		15.00%	
	Local Operator Assistance Service	15.00%		15.00%	
	OTHER				
	Grandfathered Services	0.00%		0.00%	
	Promotions (Greater than 90 Days)	23.00%		23.00%	
	TouchTone	23.00%		23.00%	
	Home Services Packages	23.00%		23.00%	
	900/976 Call Blocking (900/976 Call Restriction)	0%		0%	
	976 (976 Information Delivery Service)	0%		0%	
	Access Services (See Access Tariff)	0%		0%	
	Additional Directory Listings	15.00%		15.00%	
	Carrier Disconnect Service (Company Initiated Suspension Service)	0%		0%	
	Connection Services	25.00%		25.00%	
	Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
	Shared Tenant Service	0%		0%	
	TOLL				
	Toll	21.50%		21.50%	
	Electronic Billing Information Data (daily usage)	$0.00			
	per message				
	Local disconnect Report (LDR)				
	Per WTN	$0.00			
	Line Connection Charge				
	Residence			N/A	
	Business			N/A	
	Service Order/Service Request Charge				
	Residence			$26.25	
	Business			$31.90	
	Non-Electronic (Manual) Service Order Charge				
	Residence			$9.02	
	Business			$9.02	
	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 Tariff, P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed				

Wisconsin
Merger Commitment Amendments

TIME WARNER TELECOM OF WISCONSIN, L.P.

MERGER COMMITMENT AMENDMENTS	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	
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural			$ 8.17	See NRC Prices Below	
Zone 2 - Suburban			$ 8.17	See NRC Prices Below	
Zone 3 - Urban			$ 8.17	See NRC Prices Below	
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural			$ 18.33	See NRC Prices Below	
Zone 2 - Suburban			$ 18.33	See NRC Prices Below	
Zone 3 - Urban			$ 18.33	See NRC Prices Below	
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology			N/A	N/A	
Zone 1 - Rural			$ 8.17	See NRC Prices Below	
Zone 2 - Suburban			$ 8.17	See NRC Prices Below	
Zone 3 - Urban			$ 8.17	See NRC Prices Below	
PSD#6 2-Wire Very High-band Capable			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Service Order Establishment Charge				$ 12.38	
Loop Connection Charge				$ 30.08	
# UNE-P Promotion			N/A	N/A	
ULS-IST Port					
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
# Unbundled Local Loop					
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	

Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

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 owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI** means the applicable above listed 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 **AM-WI** 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 **AM-WI** 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 **AM-WI** and TWTC.

1.5 Except as otherwise agreed upon by the Parties in writing, **AM-WI** shall not be required to provide TWTC 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 **AM-WI**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

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 TWTC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

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 **AM-WI** 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, **AM-WI** 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 TWTC converts an End User currently receiving non-complex service from the **AM-WI** network, without any changes to **AM-WI**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 TWTC shall pay a non-recurring charge when TWTC 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 TWTC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 TWTC shall pay a service order processing/administration charge for each service order submitted by TWTC to **AM-WI** 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, TWTC 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-Interim Shared Transport (ULS-IST).

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 TWTC will pay the ULS usage charge for a call originating from a TWTC ULS line or trunk port that terminates to a **AM-WI** 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 TWTC will pay the ULS usage charge for a centrex-like ULS intercom call in which TWTC'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, **AM-WI** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General Principles for ULS-IST Calls

4.3.1 For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.3.2 There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).

4.3.3 As described in the FCC Merger Conditions Appendix, a credit will be generated for access calls billed by **AM-WI**.

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.

AMENDMENT

TO INTERCONNECTION AGREEMENT

By and Between

AMERITECH WISCONSIN

AND

TIME WARNER TELECOM OF WISCONSIN, L.P.

The Interconnection Agreement, dated March 29, 2002, ("the Agreement") by and between Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("Ameritech Wisconsin") and Time Warner Telecom of Wisconsin, L.P. ("TWTC") is hereby amended as follows:

(1) The Appendix PERFORMANCE MEASUREMENTS is hereby replaced by the attached Appendix AMERITECH WISCONSIN PERFORMANCE REMEDY PLAN DESCRIPTION.

(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. Notwithstanding, the parties agree that the PERFORMANCE REMEDY PLAN will expire December 31, 2006 and therefore will be included in any successor agreements until December 31, 2006 regardless of the term of such successor agreements.

(3) Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged and in full force and effect.

(4) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin ("PSC-WI") and shall become effective (10) days following approval by the PSC-WI. The Parties agree to implement the Remedy Plan described in this Amendment so that the initial measurement month from which performance data is collected begins the first full month after the PSC-WI approves this Amendment.

(5) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ___ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002) except as specifically set forth in Section 1 in the "Amendment to Time Warner Contracts Superceding Certain Compensation Interconnection and Trunking Provisions" as executed by the Parties and appended to the existing Interconnection Agreement or as agreed to in writing by the Parties.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 17th day of October 2002, by Ameritech, signing by and through its duly authorized representative, and TWTC, signing by and through its duly authorized representative.

Time Warner Telecom of Wisconsin, L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings, Inc., its general partner

Signature: Tina Davis

Name: Tina Davis
(Print or Type)

Title: Vice President and Deputy General Counsel

Date: 10-15-02

Wisconsin Bell Inc. d/b/a Ameritech Wisconsin, by SBC Telecommunications, Inc., its authorized agent

Signature: M. Auinbauh

Name: Mike Auinbauh
(Print or Type)

Title: for President - Industry Markets

Date: OCT 17 2002

AECN#7178
OCN# 7322
ACNA - TIM
(Facility Based – if applicable)

Ameritech Wisconsin

Performance Remedy Plan

Description

This Performance Remedy Plan sets forth the terms and conditions under which Ameritech will report performance to TWTC and compare that performance to Ameritech's own performance ("parity"), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

1.0 Ameritech agrees to provide TWTC a monthly report of performance for the performance measures listed in Appendix 1 – Ameritech Performance Measurement User Guide. Ameritech will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. Ameritech further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.

1.1. Ameritech will not levy a separate charge for provision of the data to TWTC called for under this document. Upon TWTC's request, data files of TWTC's raw data, or any subset thereof, will be transmitted to TWTC. If TWTC's request is transmitted to Ameritech on or before the last day of the month for which data is sought, Ameritech shall provide the data to TWTC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If TWTC's request is transmitted to Ameritech after the last day of the month for which data is sought, Ameritech shall provide the data to TWTC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

2.0 Ameritech will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (Ameritech retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and TWTC) or percentages, or the difference between two ratios for purposes of this document. Ameritech agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for Ameritech retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and TWTC are compared. This statistical test will compare TWTC performance to the Ameritech retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to Ameritech's retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30

for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.

3.0 For purposes of this document, performance for TWTC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both Ameritech and/or its affiliate (whichever is better, provided the number of affiliate data points are equal to or exceeds 30) and TWTC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

Ameritech will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = M_{ILEC} - M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\sigma_{DIFF} = SQRT [\sigma^2_{ILEC} (1 / n_{CLEC} + 1 / n_{ILEC})]$
σ^2_{ILEC} = Calculated variance for ILEC
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{ILEC} P_{ILEC} + n_{CLEC} P_{CLEC})}{n_{ILEC} + n_{CLEC}}$$

Step 2:

$$\sigma_{P_{ILEC}-P_{CLEC}} = SQRT \{ [\rho (1 - \rho)] / n_{ILEC} + [\rho (1 - \rho)] / n_{CLEC} \}$$

Step 3:

$$Z = (P_{ILEC} - P_{CLEC}) / \sigma_{P_{ILEC}-P_{CLEC}}$$

Where: n = number of observations
P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = R_{ILEC} - R_{CLEC}$

$R_{ILEC} = num_{ILEC} / denom_{ILEC}$

$R_{CLEC} = num_{CLEC} / denom_{CLEC}$

$\sigma_{DIFF} = SQRT \{[(num_{CLEC} + num_{ILEC}) \div (denom_{CLEC} + denom_{ILEC})] * (1 / denom_{CLEC} + 1 / denom_{ILEC}) \}$

4.0 Qualifications to use Z-Test:

4.1. The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.

4.2. The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.

4.3. In calculating the difference between the performances, the formulas defined above apply when a larger TWTC value indicates a higher quality of performance. In cases where a smaller TWTC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{ILEC} - M_{CLEC}$, $P_{ILEC} - P_{CLEC}$, $R_{ILEC} - R_{CLEC}$).

4.4. For measurements where the performance delivered to TWTC is compared to Ameritech performance and for which the number of data points are 29 or less for either TWTC or Ameritech, Ameritech will apply the following alternatives for compliance.

4.4.1. Alternative 1 (used only in the following situations: 1) for a measure where results for both TWTC and Ameritech Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

Ameritech applies the Z-Test as described in section 3.0.

4.4.2. Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

(1) Choose a sufficiently large number T.

(2) Pool and mix the TWTC and ILEC data sets.

(3) Randomly subdivide the pooled data sets into two pools, one the same size as the original TWTC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).

(4) Compute and store the Z-test score (Z_S) for this sample.

(5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).

(6) Order the Z_S results computed and stored in step 4 from lowest to highest.

(7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.

(8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. (P = rank / T).

(9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If Z_A > the Critical Z-value, then the performance is non-compliant.

4.5. Ameritech and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

Ameritech agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

5.1. Ameritech will pay Liquidated Damages to TWTC according to the terms set forth in this document.

5.2. Liquidated damages apply to Tier 1 measurements identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2.

5.3. Assessments are applicable to Tier 2 measures identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.

5.4. Ameritech will not be liable for the payment of Tier 1 damages until 10 days after receipt by Ameritech of an executed (by TWTC) Interconnection Agreement amendment, terms of which have been agreed to by both TWTC and Ameritech Wisconsin, referencing this plan; or if TWTC interconnects by tariff, 10 days after receipt by Ameritech of the self-identification form posted on the CLEC OnLine website (https://clec.sbc.com/clec). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. Ameritech Wisconsin will not unnecessarily delay filing of the Interconnection Agreement or amendment once both TWTC and Ameritech Wisconsin have signed.

5.5. Ameritech will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Wisconsin as specified in Section 9.0. To the extent that there are one or more other Commission-approved remedy plan(s) in effect that also require Ameritech to make Tier 2 assessments to the State (as opposed to, or in addition to, Tier 1 payments to a CLEC or CLECs), Ameritech will be liable for a single Tier 2 assessment for the applicable time period, which payment to the state shall be equal to either the Tier 2 assessment under such other plan(s) or the Tier 2 assessments payable under this plan, whichever amount is greater.

5.6. In order to receive payment by check TWTC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (https://clec.sbc.com/clec). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

6.1. Ameritech agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to TWTC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, Ameritech and TWTC agree that proof of damages from any “noncompliant” performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. Ameritech and TWTC further agree that liquidated damages payable under this provision are not intended to be a penalty.

6.2. Ameritech’s agreement to implement these enforcement terms, and specifically its agreement to pay any “liquidated damages” or “assessments” hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. Ameritech and TWTC agree that TWTC may not use: (1) the existence of this enforcement plan; or (2) Ameritech’s payment of Tier 1 “liquidated damages” or Tier 2 “assessments” as

evidence that Ameritech 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. Ameritech's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that Ameritech's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by Ameritech under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where Ameritech seeks to offset the payment against any other damages TWTC might recover. Whether or not the nature of damages sought by TWTC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Ameritech has met or continues to meet the requirements of section 271 of the Act.

6.3. Ameritech shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.

6.4. Every six months, TWTC may participate with Ameritech, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

6.5. TWTC and Ameritech will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that TWTC requests such consultation and the issues raised by TWTC have not been resolved within 45 days after TWTC's request for consultation, then Ameritech will allow TWTC to have an independent audit conducted, at TWTC's expense, of Ameritech's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by TWTC, or if any new problem is identified, Ameritech shall reimburse TWTC any expense incurred by TWTC for such audit. TWTC may not request more than one audit per four calendar months under this

section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify TWTC's audit rights under other provisions of this Agreement or any applicable Commission Order. Ameritech agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.

6.6. Ameritech agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 6720-TI-160. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by Ameritech and approved by the Commission will conduct these audits at Ameritech's expense.

7.0 Exclusions Limited

7.1. Ameritech will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless Ameritech prevails in a waiver of liability filed with the Commission seeking expedited resolution. Ameritech bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. Ameritech will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends Ameritech's ability to timely perform an activity subject to performance measurement, the applicable time frame in which Ameritech's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.

7.2. In addition to the provisions set forth herein, Ameritech shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by TWTC that is contrary to any of TWTC's obligations under its interconnection agreement with Ameritech or under the Act or Wisconsin law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.

7.3. In any event where Ameritech believes there has been an act or omission by TWTC that is contrary to any of TWTC's obligations under its interconnection agreement with Ameritech or under the Act or Wisconsin law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, Ameritech shall

pay one-half of the Tier 1 remedies to TWTC while disputes are referred to the Commission for resolution, subject to refund, including interest, if Ameritech prevails. If Ameritech does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. Ameritech shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. Ameritech will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by TWTC.

7.4. Ameritech Wisconsin and TWTC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Wisconsin interconnection agreement with TWTC) and Tier 2 assessments or voluntary payments made by Ameritech pursuant to any Wisconsin interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by Ameritech, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. TWTC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by Ameritech under all Ameritech Wisconsin interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all Ameritech Wisconsin interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but Ameritech has paid less than that amount due to the monthly threshold, Ameritech shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, Ameritech shall be obligated to pay ONLY the actual calculated amount of damages and assessments.

7.5. Whenever Ameritech Tier 1 payments to TWTC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then Ameritech may request a hearing before the Commission. Upon timely commencement of this proceeding, Ameritech must pay one-half of the damages owed to TWTC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party

pending the outcome of the hearing. To invoke these escrow provisions, Ameritech must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. Ameritech's application will be processed in an expedited manner to the extent authorized by Wis. Stat. section 196.199. Ameritech will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If Ameritech reports non-compliant performance to TWTC for three consecutive months on 20% or more of the measures reported to TWTC, but Ameritech has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to TWTC for that period under the enforcement terms set out here, then TWTC may commence an expedited dispute resolution under this paragraph to the extent authorized by Wis. Stat. section 196.199 to request that Ameritech should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding TWTC will have the burden of proof to demonstrate why Ameritech should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

7.6. Ameritech Wisconsin's Tier 1 remedy liability to TWTC in any month will not exceed (will be capped at) the total billed revenue due Ameritech Wisconsin for services provided to TWTC in the same month for which the remedy liability was incurred.

7.7. Ameritech will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.

7.8. With respect to any interconnection agreement, Ameritech or TWTC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.

8.0 Tier 1 Damages Payable to TWTC:

8.1. Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when Ameritech delivers "non-compliant" performance as defined in Section 3 above.

8.2. Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which Ameritech has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which Ameritech Wisconsin met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a

Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.

8.3. TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance Ameritech provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

8.4. Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

8.5. For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for TWTC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

8.6. Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require Ameritech to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if Ameritech was out of compliance for four consecutive months for a given performance measurement reported for TWTC, Ameritech will have to provide TWTC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.

8.7. During this "proof of compliance" period, Ameritech will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for TWTC. This remedy payment amount will return to the lowest level of payment when Ameritech provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.

8.8. Ameritech Wisconsin is obligated to correctly and completely report performance results for TWTC and the aggregate of all CLECs. On occasion, it may be necessary for Ameritech Wisconsin to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. Ameritech Wisconsin will provide notice, via the CLEC OnLine web site, to TWTC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.

8.9. In the event that performance measurement results need to be restated, Ameritech will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.

8.10. If it is determined through restatement of performance results or other means that Ameritech Wisconsin underpaid liquidated damages due TWTC, or assessments due the State, Ameritech Wisconsin will make additional payment/bill credit to TWTC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that Ameritech Wisconsin overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to TWTC and/or assessments to the State will be offset by the amount of overage.

8.11. Ameritech shall be able to apply any liquidated damages remedy payments due toward those charges that TWTC owes Ameritech for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.

8.12. If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, Ameritech Wisconsin will, at request of TWTC, initiate a “gap closure” effort. For a measure to which a floor applies, “gap closure” can be initiated when performance is below the floor for two consecutive months. The “gap closure” effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to TWTC within 30 days of TWTC’s request. If TWTC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the TWTC account and the operational area(s) impacted. A response will be provided to TWTC senior management within 10 business days of receipt of the escalation from TWTC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	**Consecutive Months Missed**					
	One	**Two**	**Three**	**Four**	**Five**	**Six or More**
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	$35	$50	$100	$200	$300	$400
86.0% <= IV < 92.0%	$50	$70	$125	$250	$350	$450
80.0% <= IV < 86.0%	$75	$90	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	$30	$55	$100	$200	$300	$400
86.0% <= IV < 92.0%	$40	$65	$125	$250	$350	$450
80.0% <= IV < 86.0%	$50	$80	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	$25	$50	$100	$200	$300	$400
86.0% <= IV < 92.0%	$35	$60	$125	$250	$350	$450
80.0% <= IV < 86.0%	$50	$75	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value ("IV")	**Consecutive Months Missed**					
	One	**Two**	**Three**	**Four**	**Five**	**Six or More**
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	$9,000	$15,000	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$12,500	$20,000	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$15,000	$25,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$20,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	$7,500	$12,500	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$10,000	$17,500	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$15,000	$20,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$20,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	$5,000	$10,000	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$7,500	$15,000	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$10,000	$20,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$15,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	$200
Per Measure / Cap*	$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	**Three Months**	**Four Months**	**Five Months**	**Six Months or More**
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13. Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

9.1. Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when Ameritech and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30)

performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

9.2. For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

10.1. If Ameritech fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:

- If no reports are filed, $5,000 per day past due;
- If incomplete reports are filed, $1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed $5,000 per day past due.

10.2. If Ameritech alters previously reported data for TWTC, and after discussions with Ameritech TWTC disputes such alterations, then TWTC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled “Exclusions Limited.”

10.3. When Ameritech performance creates an obligation to pay liquidated damages to TWTC or an assessment to the State under the terms set forth herein, Ameritech shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if Ameritech performance through March is such that Ameritech owes liquidated damages to TWTC for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). In order to receive payment by check, TWTC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC

website. For each day after the due date that Ameritech fails to pay the required amount, Ameritech will pay interest to TWTC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional $3,000 per day to the State Fund designated by the Commission for a past due assessment.

10.4. Ameritech may not withhold payment of liquidated damages to TWTC unless Ameritech has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by TWTC as more fully described in Section 7.2 and 7.3.

10.5. TWTC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for TWTC, the aggregate of all CLECs, and Ameritech.

10.6. The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1. Calculating Tier 1 Liquidated Damages

11.1.1. Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for TWTC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2. Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for TWTC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for TWTC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3. Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for TWTC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for TWTC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2. Calculating Tier 2 Assessments

11.2.1. Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until Ameritech reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a “rolling three month” basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2. Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3. Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for all CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4. Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-

measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for all CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that section 12 be moved to Appendix 1 – Ameritech Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1. In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, Ameritech will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the "Qualifying Measurements"). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2. The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3. The Qualifying Measurements are as follows:

<u>Provisioning Measurements</u>:

- PMs 29, 45, 58 – Percent Ameritech Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within "X" Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for Ameritech Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL

- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4. The increased voluntary payments referenced in section 12.1 will be made only if Ameritech fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5. The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where Ameritech has failed to provide parity or benchmark performance for 3 consecutive months. If Ameritech fails to provide parity or benchmark performance in Wisconsin for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6. If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then Ameritech shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7. Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 The following documents are incorporated herein by reference:

Appendix 1: Ameritech Performance Measurement User Guide (a document available from CLEC Account Managers or found on the Ameritech Performance Measurement website)

Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages

Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – Ameritech Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

Minimum Levels of Service:

The following table represents "Maximum level of service (Ceilings)" and "Minimum level of service (Floors)" for each respective measure/sub-measure. Without regard to parity, AIT will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and AIT will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	≥ 97%	< 90%
PM #27	Mean Installation Interval	POTS-Res/Bus-NFW UNE-P-Res/Bus-NFW CIA-Centrex NFW	1 day or less on NFW	> 5 Business Days
PM #27	Mean Installation Interval	POTS-Res/Bus FW, UNE-P-Res/Bus FW and CIA Centrex FW	2 days or less on FW	> 5 Business Days
PM #28	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #30	Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	≤ 4%	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #41	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	≤ 4%	> 20%
PM #60	Percent Ameritech caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #66	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #69	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%

AMENDMENT TO
INTERCONNECTION AGREEMENT
by and between
WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN
AND
TIME WARNER TELECOM OF WISCONSIN, L.P.

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement") approved June 19, 2002 by and between Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("TELCO") and Time Warner Telecom of Wisconsin, L.P. ("TWTC") is hereby amended.

Whereas, TWTC's directory assistance listings for its end users are included in TELCO's Directory Assistance Database; and

Whereas, occasionally TWTC's directory assistance listings will contain obvious grammatical and spelling errors; and,

Whereas, the TWTC desires that TELCO advise it of such grammatical and spelling errors and temporarily fix such errors; and

Whereas, TELCO is willing to do so pursuant to the terms and conditions set forth below.

It is therefore agreed in consideration of the mutual promises contained herein that the Directory Assistance Appendix – Section 6 of the Interconnection Agreement is amended in the following respects:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 On and after the Amendment Effective Date, which shall mean the date on which this Amendment is approved by the Commission under Section 252(e) of the Act, the Agreement is hereby amended to add the Appendix DA (Directory Assistance) and the following new provisions to the Directory Assistance Appendix – Section 6 of the Agreement:

"TELCO may from time to time contact TWTC's Directory Group regarding what appears to be an obvious or potential grammatical or spelling error with an individual TWTC end user listing in the TELCO Directory Assistance (DA) database. Such errors could include for example an extra letter in a person's name such as Williams, or the substitution of a suffix for a person's last name, such as Alvin Senior, instead of Alvin Williams, Sr., among other obvious errors. TWTC agrees that TELCO may temporarily change the end user listing in the DA database, until the TWTC submits a service order to correct the listing.

After such notification from TELCO, TWTC agrees to submit a service order to correct the directory listing, which will result in ultimately correcting the end user listing in the DA database or advise TELCO that the listing is correct. If the TWTC fails to submit a change within 30 days of notification, TELCO will remove the temporary listing from the DA database and the listing will remain as is. TELCO will follow up with TWTC once within the thirty-day period, if no service order has been issued prior to removing the temporary change.

TWTC agrees TELCO has no obligation to verify a DA listing and assumes no responsibility to identify errors. TELCO will not search for DA listing errors, nor provide for verification of DA listings. TWTC further agrees TELCO has no liability to TWTC in identifying errors in the DA database or notifying TWTC of errors. TWTC further agrees that TELCO shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. TWTC further agrees to indemnify, defend, and hold TELCO harmless from any and all third party claims arising from TELCO temporarily correcting an obvious or potential error, and/or TWTC's failure to timely submit a correcting service order, except where TELCO acted with gross negligence or willful misconduct."

1.2 Add Appendix Pricing Table regarding Appendix DA.

2.0 MISCELLANEOUS

2.1 The Agreement, as amended hereby, shall remain in full force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically note.

2.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Wisconsin, without reference to conflict of law provisions.

2.3 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

2.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

2.5 This Amendment shall be filed with and subject to approval by the State Commission.

2.6 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.

2.7 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, signing by and through its duly authorized representative, and Time Warner of Wisconsin, L.P., signing by and through its duly authorized representative.

Time Warner Telecom of Wisconsin, L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings, Inc., its managing general partner

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin
By SBC Telecommunications, Inc.,
Its authorized agent

By: _____

Name: _____
(Print or Type)

Title: *For/* President – Industry Markets

Date: _____

AECN/OCN # _____

APPENDIX DA

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APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based TWTC's or TWTC's leasing unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.

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

1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 As used herein, SBC-12STATE means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 As used herein, SBC-10STATE means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.6 As used herein, SBC-8STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 As used herein, SBC-7STATE means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.8 As used herein, SBC-SWBT means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.9 As used herein, SBC-AMERITECH means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.10 As used herein, SBC-2STATE means the applicable above listed ILECs doing business in California and Nevada.

1.11 As used herein, PACIFIC means an ILEC doing business in California.

1.12 As used herein, NEVADA means an ILEC doing business in Nevada.

1.13 As used herein, SNET means an ILEC doing business in Connecticut.

2. SERVICES

2.1 Where technically feasible and/or available, SBC-13STATE will provide the following DA Services:

2.1.1 DIRECTORY ASSISTANCE (DA)

2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of "non-published status") for the local/intraLATA serving area where available to TWTC's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.

2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)

2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of TWTC's End User, utilizing an automated voice system or with operator assistance.

2.1.3 NATIONAL DIRECTORY ASSISTANCE (NDA)

2.1.3.1 SBC-10STATE/PACIFIC - A service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

2.1.3.2 NEVADA/SNET – NDA is not technically feasible and/or available.

2.1.4 BUSINESS CATEGORY SEARCH (BCS)

2.1.4.1 SBC-SWBT– A service which will provide TWTC End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

2.1.4.2 SBC-2STATE/SNET – BCS is not available.

2.1.5 REVERSE DIRECTORY ASSISTANCE (RDA)

2.1.5.1 SBC-10 STATE/PACIFIC – An informational service. Consists of providing listed local and national name and address information associated with a telephone number that a TWTC End Users provides.

2.1.5.2 NEVADA/SNET - RDA is not technically feasible and/or available.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 "Non-List Telephone Number or DA only Telephone Number" - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

3.1.2 "Non-Published Number" - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.3 "Published Number" - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 Call Branding is the procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

4.1.1 Where technically feasible and/or available, SBC-13STATE will brand DA in TWTC's name based upon the criteria outlined below:

4.1.1.1 Where SBC-12STATE provides TWTC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SBC-12STATE is only providing DA service on behalf of the TWTC, the calls will be branded.

4.1.1.1.1 SNET – Where SNET provides Operator Services (OS) and DA services on behalf of TWTC, the TWTC must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where SNET is

only providing DA service on behalf of the TWTC, the TWTC's calls will be branded.

4.1.1.2 TWTC name used in branding calls may be subject to Commission regulations and should match the name in which TWTC is doing business.

4.1.1.3 SBC-13STATE - TWTC will provide written specifications of its company name to be used by SBC-13STATE to create the TWTC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A TWTC purchasing SBC-13STATE unbundled local switching is responsible for maintaining TWTC's End User customer records in SBC-13STATE Line Information Database (LIDB) as described in Appendix LIDB. TWTC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges:

4.1.1.5.1 SBC-SWBT - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of TWTC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by SBC-SWBT on behalf of TWTC when such services are provided in conjunction with the purchase of SBC-SWBT unbundled local switching.

4.1.1.5.2 PACIFIC/NEVADA – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of TWTC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.3 SNET – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of TWTC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.4 SBC-AMERITECH – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of TWTC specific branding. In addition, a per call charge applies for every DA call handled by SBC-AMERITECH on behalf of TWTC when such services are provided in conjunction with the purchase of SBC-AMERITECH 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.

4.1.1.5.5 Silent branding has the same requirements and rates as the audible brand as addressed in 4.1.1.5.

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

5.1 Reference/Rater Information are SBC databases referenced by an SBC Operator for TWTC DA specific information as provided by the TWTC such as it's business office, repair and DA rates.

5.1.1 Where technically feasible and/or available, SBC-12STATE will provide TWTC DA Reference/Rater information based upon the criteria outlined below:

5.1.1.1 TWTC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 TWTC will inform SBC-12STATE via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of TWTC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the TWTC's DA Services Reference or Rater -information.

5.1.1.4 Where technically feasible and/or available, when an SBC-12STATE Operator receives a rate request from a TWTC End User, SBC-12STATE will quote the applicable DA rates as provided by TWTC or as otherwise defined below.

5.1.1.5 SNET- until technically feasible and/or available, when a SNET Operator receives a rate request from a TWTC end user, SNET will quote the surcharge rate only.

6. RESPONSIBILITIES OF THE PARTIES

6.1 TWTC agrees that due to customer quality and work force scheduling, SBC-13STATE will be the sole provider of DA Services for TWTC's local serving area(s) for a minimum of a one (1) year period.

6.2 TWTC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC-13STATE Operator assistance switch. Should TWTC seek to obtain interexchange DA Service from SBC-13STATE, TWTC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

6.4 TWTC will furnish to SBC-13STATE a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

6.5 TWTC will provide SBC-13STATE updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.6 TWTC will send the DA listing records to SBC-13STATE for inclusion in SBC-13STATE DA database via electronic gateway as described in Appendix WP.

6.7 TWTC agrees that SBC-13STATE may utilize TWTC's End User's listings contained in SBC-13STATE directory assistance database in providing existing and future SBC-13STATE directory assistance or DA related services.

6.8 TWTC further agrees that SBC-13STATE can release TWTC's directory assistance listings stored in SBC-13STATE directory assistance database to competing providers.

7. METHODS AND PRACTICES

7.1 SBC-13STATE will provide DA Services to TWTC's End Users in accordance with SBC-13STATE DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

8.1 The prices at which SBC-13STATE agrees to provide TWTC with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

8.2 Beyond the specified term of this Appendix, SBC-13STATE may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to TWTC.

9. MONTHLY BILLING

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

9.2 SBC-13STATE will accumulate and provide TWTC such data as necessary for TWTC to bill its End Users.

10. LIABILITY

10.1 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.

10.2 TWTC also agrees to release, defend, indemnify, and hold harmless SBC-13STATE 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 SBC-13STATE employees and equipment associated with provision of DA Services, including but 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 DA Services except to the extent caused by the gross negligence or willful misconduct of SBC-13STATE.

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11. TERMS OF APPENDIX

11.1 This Appendix 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 Appendix is attached, or twelve months, which ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.

11.2 If TWTC terminates this Appendix prior to the expiration of the term of this Appendix, TWTC shall pay SWBT, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, 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 SBC-13STATE pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 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.

			AIT Generic Rates			
WISCONSIN			AIT RECURRING		AIT NON-REC.	
			Monthly			
UNBUNDLED NETWORK ELEMENTS						
OTHER						
	Directory Assistance					
		UNE P DA				
		Directory Assistance, per call	$ 0.30		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.15		NA	NA
		National Directory Assistance	$ 0.65		NA	NA
		Reverse Directory Assistance	$ 1.25		NA	NA
		Facility-based DA				
		Directory Assistance/National Directory Assistance/Reverse DA , per call	$ 0.35		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.15		NA	NA
		Branding - Other - Initial/Subsequent Load			$ 1,800.00	
		- per call	$ 0.025			
		Branding - Facility Based - Initial/Subsequent Load				
		- Branding, per trunk group	NA		$ 800.00	NA
		Rate Reference - Initial Load	NA		$ 2,200.00	NA
		Rate Reference - Subsequent Load	NA		$ 1,000.00	NA
RESALE			RECURRING		NON-RECURRING	
	BUSINESS					
	DIRECTORY ASSISTANCE SERVICES					
	Directory Assistance Services		15.00%		15.00%	
	Local Operator Assistance Service		15.00%		15.00%	
	Reverse Directory Assistance (RDA)		$1.25		NA	
	RESIDENCE		***RESALE DISCOUNTS***			
	DIRECTORY ASSISTANCE SERVICES					
	Directory Assistance Services		15.00%		15.00%	
	Local Operator Assistance Service		15.00%		15.00%	
	Reverse Directory Assistance (RDA)		$1.25		NA	
	The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the					

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

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
TIME WARNER TELECOM OF WISCONSIN, L.P.

WHEREAS, Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin")[1] and Time Warner Telecom of Wisconsin, L.P. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

NOW THEREFORE the Parties agree as follows:

I. Add a Negotiated Appendix UNE Combining, which is attached hereto and incorporated herein.

II. Add "Schedule UNE Combinations (Wisconsin)," which is attached hereto and incorporated herein.

III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IV. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al,* 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or 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). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Wisconsin reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation in Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, except to the extent otherwise required under Section 3.3.2.2, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, 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 required 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

[1] Wisconsin Bell, Inc. is now doing business in Wisconsin as SBC Wisconsin.

interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement

V. This Amendment is effective only for the term of the Agreement.

VI. This Amendment shall be filed with and shall be subject to approval by the Commission.

VII. The Parties understand and agree that by entering into this Amendment, neither Party is waiving any rights it may have under the intervening law language of the underlying Agreement but instead, each Party reserves all of its rights in that regard.

This Amendment to Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Time Warner Telecom of Wisconsin, L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings, Inc., its general partner

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

Signature: _____

Name: _____

Title: *For/* President-Industry Markets

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

APPENDIX UNE COMBINING

1. INTRODUCTION

1.1 This Appendix, UNE Combining, sets forth the terms and conditions which govern the combining activities involving unbundled network elements (UNEs) to be performed by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). TWTC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 The terms and conditions contained in this Appendix shall supersede any conflicting terms and conditions contained within TWTC's Interconnection Agreement. TWTC's underlying contract must contain all the necessary UNEs to make any combination involving UNEs; there are no UNEs offered or otherwise provided for in this Appendix. Unless and until an amendment providing for any UNE not included in the Agreement is reached, a combination involving any such UNE cannot be ordered or implemented. This Appendix does not create, imply, or otherwise form the basis of any **SBC-13STATE** obligation to unbundle any network element or to engage in any negotiations under 47 U.S.C. §§ 251, 252 or otherwise.

1.4 Other than as expressly set forth in this Appendix, or as contained in the Agreement and which is not superseded per Section 1.3 of this Appendix, **SBC-13STATE** has no obligation to combine UNEs, or to combine a UNE with a network element possessed by TWTC.

1.5 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.6 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2. GENERAL TERMS AND CONDITIONS

2.1 Except upon request of TWTC, **SBC-13STATE** shall not separate TWTC-requested UNEs that are currently combined. (47 CFR § 51.315(b)) **SBC-13STATE** is not prohibited from or otherwise limited in separating any UNEs not requested by TWTC or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other **SBC-13STATE** offering(s).

2.2 **SBC-13STATE** will not connect to or combine UNEs with any non-251(c)(3) or other **SBC-13STATE** offering with the exception of tariffed Collocation services.

2.3 UNEs may not be connected to or combined with **SBC-13STATE** access services or other **SBC-13STATE** tariffed service offerings with the exception of tariffed Collocation services where available. TWTC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **SBC-13STATE**'s network.

3. NEW COMBINATIONS INVOLVING UNEs

3.1 Subject to the provisions hereof and upon TWTC request, **SBC-13STATE** shall meet its combining obligations involving UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. _____, No. 00-511, 2002 WL 970643 (May 13, 2002) ("*Verizon Comm. Inc.")* and, to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other applicable law.

3.2 In the event that **SBC-13STATE** denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by TWTC, **SBC-13STATE** shall provide written notice to TWTC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to the Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, **SBC-13STATE** shall initiate a proceeding before the State Commission for the State in which the combination is sought, to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including Section 3.1 of this Appendix.

3.3 In accordance with and subject to the provisions of this Section 3, including Section 3.3.2 and 3.5, the new UNE combinations set forth in the Schedule(s) – UNE Combinations attached and incorporated into this Appendix UNE

shall be made available to TWTC as specified in the specific Schedule for a particular State.

3.3.1 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 **SBC-13STATE** at an **SBC-13STATE** 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 all orders within the definition of "Contiguous Interconnection of Network Elements."

3.3.1.1 "Contiguous Interconnection of Network Elements" means the situation when TWTC orders all the **SBC-13STATE** UNEs required either:

(1) to convert to a combinations of UNEs an **SBC-13STATE** End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or TWTC'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 TWTC (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 TWTC'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 **SBC-13STATE**, 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 3.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been

established to TWTC's OS/DA platform from the relevant **SBC-13STATE** local switch, including TWTC's payment of all applicable charges to establish that routing.)

3.3.1.2 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.

3.3.2 The parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on 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. In light of that uncertainty, **SBC-13STATE** is willing 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 Appendix UNE, subject to the following:

3.3.2.1 Section 3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-13STATE** or TWTC from pursuing any of their respective 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 their respective rights to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by each Party. Without affecting the foregoing, this Appendix does not in any way prohibit, limit, or otherwise affect **SBC-13STATE** or TWTC from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

3.3.2.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, **SBC-13STATE** shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under the Agreement and this Appendix or otherwise, and TWTC shall thereafter be solely responsible on a prospective basis for any such non-included functions or other actions, except that prior to the disconnection of any UNEs that have already been combined and being utilized/purchased by TWTC and for which **SBC-13STATE** is no longer required to continue to provide, the Parties shall mutually agree upon an orderly transition of the services to prevent any disruption of such services. Upon the effective date of any regulatory, judicial, or legislative order, rule or other action setting forth new, additional, or otherwise increasing the extent of an incumbent LEC's UNE combining obligations, **SBC-13STATE** shall offer such combining functions and comply with such regulatory, judicial, or legislative action, except to the extent stayed or similarly affected by a regulatory agency or court.

3.3.2.3 Without affecting the application of Section 3.3.2.2 (which shall apply in accordance with its provisions), upon notice by **SBC-13STATE**, the parties shall engage in good faith negotiations to amend the Agreement and or this Appendix, to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any **SBC-13STATE** obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in the Agreement. Such a notice can be given at any time, and from time to time.

3.3.3 For a new UNE combination listed on a Schedule – UNE Combinations, it's inclusion does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.

3.3.4 For a new UNE combination listed on a Schedule – UNE Combinations, TWTC shall issue appropriate service requests. These requests will be processed by **SBC-13STATE**, and TWTC 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.

3.3.5 Upon notice by **SBC-13STATE**, the parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by **SBC-13STATE** in providing the new UNE combinations set forth in the Schedule(s) – UNE Combinations, which work is not covered by the charges applicable per Section 3.3.4. For any such work that is required to be done by **SBC13-STATE** not included in the TWTC bona fide request, special request, or equivalent process applicable under the Agreement or this Appendix (generically referred to in this Appendix as "BFR") under Section 3.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by **SBC13-STATE**, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in the Agreement. Such a notice can be given at any time, and from time to time.

3.4 In accordance with and subject to the provisions of this Section 3, any request not included in Section 3.3 in which TWTC wants **SBC-13STATE** to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by TWTC (as well as requests where TWTC also wants **SBC-13STATE** to complete the actual combination), shall be made by TWTC in accordance with the BFR.

3.4.1 In any such BFR, TWTC must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any TWTC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an **SBC-13STATE** UNE and the network element(s) possessed by TWTC.

3.4.2 In addition to any other applicable charges, TWTC shall be charged a reasonable cost-based fee for any combining work that is required to be done by **SBC13-STATE** not included nor originally required in the BFR submitted by TWTC, under Section 3.1. Such fee shall be

calculated using the Time and Material charges as reflected in State-specific pricing. **SBC-13STATE**'s preliminary substantive response to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which TWTC requests **SBC-13STATE** to perform work not required by Section 3.1, TWTC shall be charged a market-based rate for any such work.

3.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 3 apply only in situations where each of the following is met:

3.5.1 it is technically feasible, including that network reliability and security would not be impaired;

3.5.2 **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would not be impaired;

3.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;

3.5.4 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network; and

3.5.5 CLEC is

3.5.5.1 unable to make the combination itself; or

3.5.5.2 is a new entrant and is unaware that it needs to combine certain UNEs to provide a telecommunications service, but such obligation under this Section 3.5.5.2 ceases if **SBC-13STATE** informs CLEC in writing of such need to combine.

3.6 For purposes of Section 3.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation:

3.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

3.6.2 for **PACIFIC** only, within an Adjacent Location arrangement (if provided for in the Agreement).

3.7 Section 3.5.5.2 shall only begin to apply thirty (30) days after written notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 3.5.5.2 with respect to any request for a combination involving UNEs.

3.8 Nothing in this Appendix or the Agreement shall impose any obligation on **SBC-13STATE** to provide UNEs, combinations of UNEs, or combinations of UNE(s) and TWTC's own elements beyond those obligations imposed by the Act, including the rules and orders of the FCC and *Verizon Comm. Inc.*, and to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other Applicable Law. The preceding includes without limitation the following:

3.8.1 **SBC-13STATE** will provide 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 00-183 (rel. June 2, 2000));

3.8.2 **SBC-13STATE** will not connect to or combine UNEs with any non-251(c)(3) or other **SBC-13STATE** offerings with the exception of tariffed Collocation services**;**

3.8.3 **SBC-13STATE** need not provide combinations involving network elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

4. RESERVATION OF RIGHTS

4.1 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the*

Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or 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). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC ILEC reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC ILEC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, except to the extent otherwise required under Section 3.3.2.2, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, 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 required 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 The provisions of this Appendix are all legitimately related to each other and to the UNE rates, terms and conditions in the Agreement, and shall be subject to all other rates, terms and conditions contained in the Agreement which are legitimately related to this Appendix. Without limiting the general applicability of the foregoing, the following terms and conditions of the Agreement 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 - 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

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

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment"), dated June 30, 2003, is by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and Time Warner Telecom of Wisconsin, L.P. ("TWTC"). SBC Wisconsin and TWTC are referred to individually herein as a Party and collectively as the Parties.

WHEREAS, SBC Wisconsin and TWTC are parties to a certain interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as may have been amended prior to the date hereof, which was approved by the Wisconsin Public Service Commission ("WPSC") on June 29, 2002 (the "Agreement");

WHEREAS, on July 10, 2003, the WPSC is issuing its final order in that certain docket entitled Investigation Into Ameritech Wisconsin's Unbundled Network Elements, Docket No. 6720-TI-161 (the "Order"), which will set forth new TELRIC-based rates for Unbundled Network Elements ("UNEs") and other products and services available to CLECs from incumbent local exchange providers in the State of Wisconsin; and

WHEREAS, the Parties desire to amend the Agreement to provide that, upon the effective date stated in the Order, the rates specified in the Order shall be automatically incorporated into the Agreement and shall replace the rates currently stated therein.

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

1. INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.2 Subject to Section 6.4 of this Amendment, to the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by incorporating the following:

2.1.1 The included rate schedule and selected pricing is hereby added to the Pricing Appendix to provide as follows:

"The Parties understand and agree that the rates stated in this Pricing Appendix will be in effect only until the effective date of the Wisconsin Public Service

Commission's order establishing final rates in Investigation Into Ameritech Wisconsin's Unbundled Network Elements, Docket No. 6720-TI-161 (the "Order"). The final rates stated in the Order shall be automatically incorporated into this Agreement and shall replace the rates, prices and charges currently stated herein. As soon as practical following the effective date of the Order, **SBC Wisconsin** shall begin billing TWTC the rates set forth in the Order; provided, however, the Parties acknowledge and agree that prior to July 17, 2003, the Parties shall compile a conforming price list that accurately reflects the rates established by the Commission in its Order and shall file that price list with the Commission."

2.1.2 The included rate schedule and selected pricing is hereby added to the Pricing Appendix to provide as follows:

"If and to the extent required by the Order, the Parties shall retroactively true-up rates billed by **SBC Wisconsin** and paid by TWTC hereunder with the rates established by the Commission in its Order."

2.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment

2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment, in no event shall this Amendment result in the retroactive application of any rate or rate structure back to any date earlier than the most recent of the following: (i) the actual date that the Agreement became effective between TWTC and SBC Wisconsin following WPSC approval, or, if absent such WPSC approval, the date such Agreement is deemed approved by operation of law, and (ii) the true-up date specified by the WPSC in the Order.

3. AMENDMENT EFFECTIVE DATE

3.1 This Amendment shall be effective upon approval by the WPSC pursuant to Section 252(e) of the Act or, absent such WPSC approval, on the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Section 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed to and submitted is rejected and/or modified by the WPSC, 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 WPSC; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to pursue any rights available to it under the Agreement or applicable law.

4. TERM OF AMENDMENT

4.1 This Amendment will become effective as of the Amendment Effective Date and will terminate on the termination or expiration of the Agreement; provided, however, that this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 The Parties acknowledge and agree that this Amendment incorporates certain rates into the Agreement that will be established by the Commission in its Order. The Parties further acknowledge and agree that because the rates being incorporated herein are Wisconsin state-specific rates, neither the rates nor any legitimately related terms qualify for portability into Illinois under 220 ILCS 5/13-801(b), Condition 27 of the SBC/Ameritech Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555, or any other state or federal statute, regulation, order or legal obligation.

6. RESERVATIONS OF RIGHTS

6.1 The Parties acknowledge and agree that the rates that will be incorporated into the Agreement as of the effective date of the Commission's Order are subject to legal and equitable rights of review and remedies (including, without limitation, 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 or modifies such Order or otherwise affects any of the rates incorporated into the Agreement as a result of such Order, either Party may, by providing written notice to the other Party, require that such rates be deleted or renegotiated, as applicable, 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.

6.2 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al,* 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); or the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996,* 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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); Rather, in entering into this Amendment,

each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, proceedings and legislation, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving theirs other rights, the Parties acknowledge and agree that SBC Wisconsin has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin and as of the date of that election by SBC Wisconsin, all ISP-bound traffic is subject to the FCC's Plan. In entering into this Amendment, SBC Wisconsin reserves its right to seek conforming modifications to this Agreement as a result of SBC Wisconsin having invoked the FCC's Plan in Wisconsin, to incorporate the rates, terms and conditions of such Plan into this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon 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 required 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

6.3 Nothing in this Amendment shall constitute a waiver by either Party as to any rights each Party may have as to any arguments, assertions, and/or positions as to the Order, including, without limitation, any rights of appeal and/or associated review. In entering into this Amendment, each Party expressly reserves any and all rights it may have as to the Order and/or the subject-matters addressed in the Order including, without limitation, any rights of appeal and/or associated review and/or in any pending or future regulatory, judicial or legislative proceedings and/or negotiations. Nothing herein shall constitute a concession or admission by any Party and shall not foreclose any Party from taking any position in the future in any forum addressing any rates, prices or costs for any product or service.

6.4 Sections 6.1, 6.2, and 6.3 are cumulative and apply in accordance with their terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.

7. MISCELLANEOUS

7.1 The Agreement, as amended hereby, shall remain in full force and effect until terminated pursuant to its terms. This Amendment does not extend the term of the Agreement. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 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.

7.3 This Amendment constitutes the entire amendment of the Agreement with respect to the subject matter hereof and supersedes all previous proposals, both verbal and written.

7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Section 2.3 of this Amendment.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Time Warner Telecom of Wisconsin, L.P.,
By: Time Warner Telecom General Partnership, Its general partner
By: Time Warner Telecom Holdings Inc., Its general partner

By: Tina Davis

Printed: Tina Davis

Title: Vice President and Deputy General Counsel

(Print or type)

Date: 7-1-03

Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by SBC Telecommunications, Inc., its authorized agent

By: [signature]

Printed: Mike Auinbauh

Title: VP- Local Interconnection Marketing

(Print or type)

Date: 7/1/03

Attachment A

		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				

		Collocation Services				
	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**
	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**

		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				

		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**

		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				

		Collocation Services				
	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				
	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**

		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				

		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**

WISCONSIN			AIT RECURRING	AIT Non-RECURRING	
			Monthly	Install	Disconnect
UNBUNDLED NETWORK ELEMENTS					
Unbundled Loo					
	2-Wire Analog - Rural (Access Area C)		$ 15.25	$ 30.64	$ 3.86
	2-Wire Analog - Suburban (Access Area B)		$ 10.87	$ 30.64	$ 3.86
	2-Wire Analog - Metro (Access Area A)		$ 9.51	$ 30.64	$ 3.86
	Conditioning for dB Loss				
	4-Wire Analog - Rural Acess Area C)		$ 37.07	$ 30.64	$ 3.86
	4-Wire Analog - Suburban (Access Area B)		$ 27.70	$ 30.64	$ 3.86
	4-Wire Analog - Metro (Access Area A)		$ 24.56	$ 30.64	$ 3.86
	2-Wire Digital - Rural (Access Area C)		$ 23.39	$ 30.64	$ 3.86
	2-Wire Digital - Suburban (Access Area B)		$ 17.00	$ 30.64	$ 3.86
	2-Wire Digital - Metro (Access Area A)		$ 14.36	$ 30.64	$ 3.86
	4-Wire Digital - Rural (Access Area C)		$ 98.83	See NRC prices below	
	4-Wire Digital - Suburban (Access Area B)		$ 68.05	See NRC prices below	
	4-Wire Digital - Metro (Access Area A)		$ 59.91	See NRC prices below	
	DS3 Loop - Rural (Access Area C)		$ 880.30	See NRC prices below	
	DS3 Loop - Suburban (Access Area B)		$ 853.21	See NRC prices below	
	DS3 Loop - Metro (Access Area A)		$ 742.82	See NRC prices below	
DSL Capable Loops					
	2-Wire Digital Loop ISDN/IDSL				
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural	$ 23.39	$ 30.64	$ 3.86
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban	$ 17.00	$ 30.64	$ 3.86
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro	$ 14.36	$ 30.64	$ 3.86
	2-Wire xDSL Loop				
		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	$ 13.61	$ 30.64	$ 3.86
		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.06	$ 30.64	$ 3.86
		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	$ 9.26	$ 30.64	$ 3.86
		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	$ 13.61	$ 30.64	$ 3.86
		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.06	$ 30.64	$ 3.86
		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	$ 9.26	$ 30.64	$ 3.86
		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	$ 13.61	$ 30.64	$ 3.86
		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.06	$ 30.64	$ 3.86
		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	$ 9.26	$ 30.64	$ 3.86
		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	$ 13.61	$ 30.64	$ 3.86
		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.06	$ 30.64	$ 3.86
		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	$ 9.26	$ 30.64	$ 3.86
		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	$ 13.61	$ 30.64	$ 3.86
		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.06	$ 30.64	$ 3.86
		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	$ 9.26	$ 30.64	$ 3.86
		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	$ 13.61	$ 30.64	$ 3.86
		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.06	$ 30.64	$ 3.86
		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	$ 9.26	$ 30.64	$ 3.86
	4-Wire xDSL Loop				
		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	$ 27.09	See NRC prices below	
		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	$ 19.94	See NRC prices below	
		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	$ 18.32	See NRC prices below	
IDSL Capable Loop					
	IDSL Loop Access Area C - Rural		$ 23.39	$ 30.64	$ 3.86
	IDSL Loop Access Area B - Suburban		$ 17.00	$ 30.64	$ 3.86
	IDSL Loop Access Area A - Metro		$ 14.36	$ 30.64	$ 3.86
	HFPL Loop				
*		HFPL Loop - Access Area C- Rural	$ -		
*		HFPL Loop - Access Area B- Suburban	$ -		
*		HFPL Loop - Access Area A- Metro	$ -		
	Loop Qualification Process				
		Loop Qualification Process - Mechanized	NA	TBD	NA
		Loop Qualification Process - Manual	NA	TBD	NA
		Loop Qualification Process - Detailed Manual	NA	TBD	NA
	HFPL Splitter				
*		SBC owned splitter--line at a time	$ 1.96		

WISCONSIN			**AIT RECURRING**	**AIT Non-RECURRING**	
			Monthly	**Install**	**Disconnect**
	XDSL Loop Conditioning Charges per xDSL Loop/HFPI UNE				
		load coil, excessive bridge and repeater removal > 12KFT and < 17.5KFT	TBD		
	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
		Removal of Repeater Options	N/A	$ 145.82	N/A
		Removal Bridged Tap Option	N/A	$ 344.90	N/A
		Removal of Load Coil	N/A	$ 582.38	N/A
	DSL Conditioning - Removal of Bridged Tap (RABT)		NA		
	Removal of All Bridged Taps - Initial		NA	$ 597.10	
		(xDSL loops from 12,000ft to 17,500ft in length for Excessive and 0 to 17,500ft in length for Non-Excessive)			
	Removal of Non-Excessive Bridged Tap - Initial		NA	$ 230.66	
		(xDSL loops from 0ft to 17,500ft in Length)			
	Removal of all Bridged Tap > 17,500ft, (per occurrence) - Incremental		NA	$ 230.66	
		(xDSL loops greater than 17,500ft in length)			
	Removal of Non-Excessive Bridged Tap > 17,500ft (per occurrence) - Incremental		NA	$ 230.66	
		(xDSL loops greater than 17,500 ft in Length)			
Loop Non-Recurring Charges (Excluding DS3)					
	Bus Service Order - Establish		N/A	$ 0.07	$ 0.04
	Bus Service Order - Add/Change		N/A	$ 0.07	NA
	Bus Line Connection		N/A	$ 30.64	$ 3.86
	Res Service Order - Establish		N/A	$ 0.07	$ 0.04
	Res Service Order - Add/Change		N/A	$ 0.07	NA
	Res Line Connection		N/A	$ 30.64	$ 3.86
*	HFPL Service Order Charge		N/A	$ 0.07	$ 0.04
DS3 Loop Non-Recurring Charges					
	Administrative		N/A	$ 183.10	N/A
	Design & Central Office		N/A	$ 575.14	N/A
	Customer Connection		N/A	$ 204.37	N/A
SUB-LOOPS					
	CO to ECS sub-loop				
		2 Wire Analog - area A	$ 4.62	See NRC prices below	
		2 Wire Analog - area B	$ 5.54	See NRC prices below	
		2 Wire Analog - area C	$ 6.81	See NRC prices below	
		4 Wire Analog - area A	$ 14.45	See NRC prices below	
		4 Wire Analog - area B	$ 16.40	See NRC prices below	
		4 Wire Analog - area C	$ 19.12	See NRC prices below	
		2 Wire DSL - area A	$ 6.28	See NRC prices below	
		2 Wire DSL - area B	$ 8.68	See NRC prices below	
		2 Wire DSL - area C	$ 12.25	See NRC prices below	
		4 Wire DSL - area A	$ 12.18	See NRC prices below	
		4 Wire DSL - area B	$ 17.02	See NRC prices below	
		4 Wire DSL - area C	$ 24.13	See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 13.42	See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 16.11	See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 19.93	See NRC prices below	
		4 Wire DS1 Compatible - area A	$ 81.02	See NRC prices below	
		4 Wire DS1 Compatible - area B	$ 91.45	See NRC prices below	
		4 Wire DS1 Compatible - area C	$ 100.53	See NRC prices below	
	CO to RT sub-loop				
		4 Wire DS1 Compatible - area A	$ 147.47	See NRC prices below	
		4 Wire DS1 Compatible - area B	$ 147.47	See NRC prices below	
		4 Wire DS1 Compatible - area C	$ 147.47	See NRC prices below	
		DS3 compatible subloop - area A	$ 731.30	See NRC prices below	
		DS3 compatible subloop - area B	$ 834.52	See NRC prices below	
		DS3 compatible subloop - area C	$ 849.77	See NRC prices below	
	CO to SAI Sub-Loop				
		2 Wire Analog - area A	$ 5.43	See NRC prices below	
		2 Wire Analog - area B	$ 5.90	See NRC prices below	

WISCONSIN			AIT RECURRING	AIT Non-RECURRING	
			Monthly	Install	Disconnect
		2 Wire Analog - area C	$ 6.69	See NRC prices below	
		4 Wire Analog - area A	$ 16.06	See NRC prices below	
		4 Wire Analog - area B	$ 17.12	See NRC prices below	
		4 Wire Analog - area C	$ 18.89	See NRC prices below	
		2 Wire DSL - area A	$ 5.08	See NRC prices below	
		2 Wire DSL - area B	$ 4.85	See NRC prices below	
		2 Wire DSL - area C	$ 4.60	See NRC prices below	
		4 Wire DSL - area A	$ 9.78	See NRC prices below	
		4 Wire DSL - area B	$ 9.33	See NRC prices below	
		4 Wire DSL - area C	$ 8.87	See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 10.22	See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 13.79	See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 14.40	See NRC prices below	
		4 Wire DS1 Compatible - area A	$ 51.75	See NRC prices below	
		4 Wire DS1 Compatible - area B	$ 57.29	See NRC prices below	
		4 Wire DS1 Compatible - area C	$ 79.70	See NRC prices below	
	CO to Terminal sub-loop				
		2 Wire Analog - area A	$ 9.19	See NRC prices below	
		2 Wire Analog - area B	$ 10.75	See NRC prices below	
		2 Wire Analog - area C	$ 15.32	See NRC prices below	
		4 Wire Analog - area A	$ 23.60	See NRC prices below	
		4 Wire Analog - area B	$ 26.80	See NRC prices below	
		4 Wire Analog - area C	$ 36.14	See NRC prices below	
		2 Wire DSL - area A	$ 8.85	See NRC prices below	
		2 Wire DSL - area B	$ 9.70	See NRC prices below	
		2 Wire DSL - area C	$ 13.23	See NRC prices below	
		4 Wire DSL - area A	$ 17.32	See NRC prices below	
		4 Wire DSL - area B	$ 19.01	See NRC prices below	
		4 Wire DSL - area C	$ 26.12	See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 13.99	See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 16.67	See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 23.03	See NRC prices below	
		4 Wire DS1 Compatible - area A	$ 59.47	See NRC prices below	
		4 Wire DS1 Compatible - area B	$ 67.16	See NRC prices below	
		4 Wire DS1 Compatible - area C	$ 97.18	See NRC prices below	
	ECS to SAI sub-loop				
		2 Wire Analog - area A	$ 1.28	See NRC prices below	
		2 Wire Analog - area B	$ 1.20	See NRC prices below	
		2 Wire Analog - area C	$ 1.16	See NRC prices below	
		4 Wire Analog - area A	$ 2.55	See NRC prices below	
		4 Wire Analog - area B	$ 2.37	See NRC prices below	
		4 Wire Analog - area C	$ 2.29	See NRC prices below	
		2 Wire DSL - area A	$ 1.28	See NRC prices below	
		2 Wire DSL - area B	$ 1.20	See NRC prices below	
		2 Wire DSL - area C	$ 1.16	See NRC prices below	
		4 Wire DSL - area A	$ 2.55	See NRC prices below	
		4 Wire DSL - area B	$ 2.37	See NRC prices below	
		4 Wire DSL - area C	$ 2.29	See NRC prices below	
	ECS to Terminal sub-loop				
		2 Wire Analog - area A	$ 5.05	See NRC prices below	
		2 Wire Analog - area B	$ 6.05	See NRC prices below	
		2 Wire Analog - area C	$ 9.79	See NRC prices below	
		4 Wire Analog - area A	$ 10.09	See NRC prices below	
		4 Wire Analog - area B	$ 12.05	See NRC prices below	
		4 Wire Analog - area C	$ 19.54	See NRC prices below	
		2 Wire DSL - area A	$ 5.05	See NRC prices below	
		2 Wire DSL - area B	$ 6.05	See NRC prices below	
		2 Wire DSL - area C	$ 9.79	See NRC prices below	
		4 Wire DSL - area A	$ 10.09	See NRC prices below	
		4 Wire DSL - area B	$ 12.05	See NRC prices below	
		4 Wire DSL - area C	$ 19.54	See NRC prices below	
	ECS to NID sub-loop				
		2 Wire Analog - area A	$ 5.80	See NRC prices below	
		2 Wire Analog - area B	$ 6.81	See NRC prices below	
		2 Wire Analog - area C	$ 10.62	See NRC prices below	
		4 Wire Analog - area A	$ 11.56	See NRC prices below	
		4 Wire Analog - area B	$ 13.56	See NRC prices below	
		4 Wire Analog - area C	$ 21.22	See NRC prices below	

WISCONSIN		AIT RECURRING	AIT Non-RECURRING	
		Monthly	Install	Disconnect
	2 Wire DSL - area A	$ 5.80	See NRC prices below	
	2 Wire DSL - area B	$ 6.81	See NRC prices below	
	2 Wire DSL - area C	$ 10.62	See NRC prices below	
	4 Wire DSL - area A	$ 11.56	See NRC prices below	
	4 Wire DSL - area B	$ 13.56	See NRC prices below	
	4 Wire DSL - area C	$ 21.22	See NRC prices below	
SAI to Terminal sub-loop				
	2 Wire Analog - area A	$ 4.88	See NRC prices below	
	2 Wire Analog - area B	$ 5.83	See NRC prices below	
	2 Wire Analog - area C	$ 9.66	See NRC prices below	
	4 Wire Analog - area A	$ 9.75	See NRC prices below	
	4 Wire Analog - area B	$ 11.66	See NRC prices below	
	4 Wire Analog - area C	$ 19.29	See NRC prices below	
	2 Wire DSL - area A	$ 4.88	See NRC prices below	
	2 Wire DSL - area B	$ 5.83	See NRC prices below	
	2 Wire DSL - area C	$ 9.66	See NRC prices below	
	4 Wire DSL - area A	$ 9.75	See NRC prices below	
	4 Wire DSL - area B	$ 11.66	See NRC prices below	
	4 Wire DSL - area C	$ 19.29	See NRC prices below	
SAI to NID sub-loop				
	2 Wire Analog - area A	$ 5.61	See NRC prices below	
	2 Wire Analog - area B	$ 6.61	See NRC prices below	
	2 Wire Analog - area C	$ 10.49	See NRC prices below	
	4 Wire Analog - area A	$ 11.22	See NRC prices below	
	4 Wire Analog - area B	$ 13.16	See NRC prices below	
	4 Wire Analog - area C	$ 20.97	See NRC prices below	
	2 Wire DSL - area A	$ 5.61	See NRC prices below	
	2 Wire DSL - area B	$ 6.61	See NRC prices below	
	2 Wire DSL - area C	$ 10.49	See NRC prices below	
	4 Wire DSL - area A	$ 11.22	See NRC prices below	
	4 Wire DSL - area B	$ 13.16	See NRC prices below	
	4 Wire DSL - area C	$ 20.97	See NRC prices below	
Terminal to NID sub-loop				
	2 Wire Analog - area A	$ 1.14	See NRC prices below	
	2 Wire Analog - area B	$ 1.15	See NRC prices below	
	2 Wire Analog - area C	$ 1.23	See NRC prices below	
	4 Wire Analog - area A	$ 2.25	See NRC prices below	
	4 Wire Analog - area B	$ 2.30	See NRC prices below	
	4 Wire Analog - area C	$ 2.47	See NRC prices below	
	2 Wire DSL - area A	$ 1.14	See NRC prices below	
	2 Wire DSL - area B	$ 1.15	See NRC prices below	
	2 Wire DSL - area C	$ 1.23	See NRC prices below	
	4 Wire DSL - area A	$ 2.25	See NRC prices below	
	4 Wire DSL - area B	$ 2.30	See NRC prices below	
	4 Wire DSL - area C	$ 2.47	See NRC prices below	
NID sub-loop element				
	2 Wire Analog - area A	TBD	See NRC prices below	
	2 Wire Analog - area B	TBD	See NRC prices below	
	2 Wire Analog - area C	TBD	See NRC prices below	
	4 Wire Analog - area A	TBD	See NRC prices below	
	4 Wire Analog - area B	TBD	See NRC prices below	
	4 Wire Analog - area C	TBD	See NRC prices below	
	2 Wire DSL - area A	TBD	See NRC prices below	
	2 Wire DSL - area B	TBD	See NRC prices below	
	2 Wire DSL - area C	TBD	See NRC prices below	
	4 Wire DSL - area A	TBD	See NRC prices below	
	4 Wire DSL - area B	TBD	See NRC prices below	
	4 Wire DSL - area C	TBD	See NRC prices below	
	2 Wire ISDN Compatible - area A	TBD	See NRC prices below	
	2 Wire ISDN Compatible - area B	TBD	See NRC prices below	
	2 Wire ISDN Compatible - area C	TBD	See NRC prices below	
	4 Wire DS1 Compatible - area A	TBD	See NRC prices below	
	4 Wire DS1 Compatible - area B	TBD	See NRC prices below	
	4 Wire DS1 Compatible - area C	TBD	See NRC prices below	
	DS3 compatible subloop - area A	TBD	See NRC prices below	
	DS3 compatible subloop - area B	TBD	See NRC prices below	
	DS3 compatible subloop - area C	TBD	See NRC prices below	
Sub-Loop Non-Recurring Charges				

WISCONSIN			AIT RECURRING	AIT Non-RECURRING	
			Monthly	Install	Disconnect
		2-Wire Analog Sub-Loop	NA	$ 137.70	$ 52.99
		4-Wire Analog Sub-Loop	NA	$ 138.64	$ 52.99
		2-Wire xDSL Digital Sub-Loop	NA	$ 148.38	$ 52.98
		4-Wire xDSL Digital Sub-Loop	NA	$ 152.36	$ 53.24
		2-Wire ISDN Digital Sub-Loop	NA	$ 176.96	$ 52.98
		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	NA	$ 346.37	$ 78.59
		DS3 Sub-Loop	NA	$ 456.49	$ 125.20
	Service Order Charge				
		Establish, per occasion	NA	$ 0.07	$ 0.04
		Add or change, per occasion	NA	$ 0.07	NA
		Record Work Only	NA	$ 0.04	NA
	Line Connection Charge				
		per occasion	NA	$ 30.64	$ 3.86
DSL Cross Connects					
*	HFPL Cross Connect - CLEC Owned Non Integrated		$ 0.71	$ 58.59	N/A
*	HFPL Cross Connect - CLEC Owned Integrated		$ 0.71	$ 58.59	N/A
*	HFPL Cross Connect - SBC Owned		$ 0.71	$ 71.48	N/A
	The price assumes all Central Office cross-connects required to provision the HFPL product				
HFPL OSS Charge					
*	HFPL OSS Charge - per line		NOT REQUIRED		
HFPL LST					
	Line & Station Transfer(LST)		NA	TBD	TBD
Loop Cross Connects					
	DS3 C.O. Cross-Connect to Collocation		$ 25.89	NA	NA
Unbundled Local Switching					
	ULS Usage, per Originating or Terminating MOU (statewide)		$ -		
	Daily Usage Feed (DUF), per message		$ 0.000531	NA	NA
	Customized Routing per Line Class Code, per switch		NA	$ 297.09	NA
	Billing Establishment, per CLEC, per switch		$ -		
	Service Coordination Fee, per CLEC bill, per switch		$ 1.77	NA	NA
Unbundled Local Switching with Shared Transport					
	ULS-Usage for ULS-ST, per Originating & Terminating MOU		$ -		
	ULS-ST Blended Transport MOU		$ 0.000646	NA	NA
	ULS-ST Reciprocal Compensation MOU				
		Set up charge, per call	$ 0.005485	NA	NA
		Duration charge, per MOU	$ 0.001662	NA	NA
	ULS-ST Common Transport MOU		$ 0.000485	NA	NA
	ULS-ST Tandem Switching MOU		$ 0.000229	NA	NA
	SS7 Signaling Transport associated with ULS-ST		$ 0.000044	NA	NA
	Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		NA	$ 120.51	NA
Port Charge Per Month					
	Analog Line Port		$ 2.83	$ 11.21	$ 0.69
	Analog Residence Only Line Port (Wisconsin Only)		$ 2.83	$ 11.21	$ 0.69
	Ground Start Port		$ 2.83	$ 11.21	$ 0.69
	Analog DID Trunk Port		$ 20.83	$ 83.25	$ 29.29
	DID Port - Telephone Number, per Number		$ 0.04	NA	NA
	ISDN BRI Port		$ 10.09	$ 83.25	$ 29.29
	ISDN BRI Port - Telephone Number, per Number		$ 0.04	NA	NA
	ISDN PRI Port		$ 163.69	$ 83.25	$ 29.29
	ISDN BRI Port - Telephone Number, per Number		$ 0.04	NA	NA
	Digital Trunking Trunk Port		$ 169.91	$ 83.25	$ 29.29
	DS1 Trunk Port		$ 169.78	$ 290.40	$ 180.70
	Centrex Basic Line Port		$ 2.83	$ 11.21	$ 0.69
	Centrex ISDN BRI Port		$ 10.09	$ 99.21	$ 39.67
	Centrex EKL Line Port		$ 5.51	$ 99.21	$ 39.67
	Centrex Attendant Console Line Port		$ 7.61	$ 99.21	$ 39.67

WISCONSIN		AIT RECURRING	AIT Non-RECURRING	
		Monthly	Install	Disconnect
Port Non-Recurring Charges				
	Service Order - Line Port, per occasion	NA	$ 0.06	$ 0.04
	Service Order - Trunk Port, per occasion	NA	$ 17.79	$ 8.29
	Service Order - Record Order, per occasion	NA	$ 0.04	
	Conversion from one port type to another, per each port changed			
Non-Recurring Rate Elements - Unbundled Local Switching				
	Change one type line port to another, per each change - NRC			
	CTX Cng & Rearrange per system feature per occurrence - NRC		$61.99	
	CTX Feature Activation per occasion NRC		$196.52	$81.71
	Trunk Ordering Development		Not Allowed	
	(Basic Port = Basic, Ground Start, COPTS, and Basic Centrex)			
	Service Order-Initial-Basic Port NRC		$0.06	$0.04
	Basic-Subsequent Service Order- Port Conversion - NRC		$0.06	
	Service Order-Record Work Only-Basic Port NRC		$0.04	
	Port Connection NRC		$11.21	$0.69
	Basic Port Conversion NRC		$11.19	
	(Complex Port = PBX,DID/ADTS, ISDN Direct & Prime, Centrex: ISDN, EKL, Attendant)			
	Service Order-Initial-Complex Port NRC		$22.75	$3.57
	Complex-Subsequent Service Order- Port Conversion - NRC		$0.06	
	Service Order-Record Work Only-Complex Port NRC		$0.04	
	Port Connection NRC		$83.25	$29.29
	Generic Centrex Basic, ISDN, EKL		$99.21	$39.67
	Generic Centrex Att Console		$99.21	$39.67
	Network Routing, per route per switch NRC		$18.46	$10.71
	(Unbundled Local Switching Trunk Port)			
	Service Order -Initial- ULS Trunk Port NRC		$17.79	$8.29
	ULS-Subsequent Service Order- Port Conversion - NRC		$0.06	
	Service Order -Record Work Only - ULS Trunk Port NRC		$0.04	
	ULS Port Connection NRC		$290.40	$180.70
	Centrex Common Block NRC		$105.24	$81.87
	DID Port Add/Rearrange per Termination NRC		$18.46	$10.71
	ISDN Prime Port Add or Change Channels NRC		$18.46	$10.71
	Line Features - Subsequent Order - Initial Feature - Non-Recurring			
	Basic		$0.05	$0.05
	Simple Centrex		$1.20	$0.81
	COPTS		$1.07	$0.46
	PBX		$49.06	$35.57
	Complex Centrex		$29.37	$26.23
	DID / ADTS		$59.48	$20.45
	ISDN - Direct		$118.38	$54.93
	ISDN - Prime		$58.89	$27.12
	Line Features - Initial & Subsequent Order - Additional Feature - Non-Recurring			
	Basic		$0.02	$0.02
	Simple Centrex		$0.28	$0.31
	COPTS		$0.22	$0.16
	PBX		$6.60	$7.64
	Complex Centrex		$5.33	$5.15
	DID / ADTS		$2.91	$3.39
	ISDN - Direct		$9.11	$10.56
	ISDN - Prime		$2.89	$3.35
	Customer Training per Hour per Occ - NRC		$73.83	
	Billing Development		Not Allowed	
	Custom Routing - per new LCC, per switch - NRC		$297.09	
Cross Connects				
	2-Wire	$ 0.19		
	4-Wire	$ 0.38		
	6-Wire	$ 0.57		
	8-Wire	$ 0.76		
	DS1/LT1	$ 0.52		
	DS3/LT3	$ 0.96		
	OC3	$ 103.01		
	OC12	$ 542.96		
	OC48	$ 1,218.40		
Tandem Switching				

WISCONSIN			AIT RECURRING	AIT Non-RECURRING	
			Monthly	Install	Disconnect
	per minute of use (without Tandem Trunks)		$ 0.000674	NA	NA
Dedicated Transport					
	Entrance Facility:				
	DS1	Zone 1	$ 59.91	NA	NA
		Zone 2	$ 68.05	NA	NA
		Zone 3	$ 98.83	NA	NA
	DS3	Zone 1	$ 677.90	NA	NA
		Zone 2	$ 684.21	NA	NA
		Zone 3	$ 699.40	NA	NA
	OC3	All Zones	$ 674.66	NA	NA
	OC12	All Zones	$ 1,496.89	NA	NA
	OC48	All Zones	$ 4,076.87	NA	NA
	Interoffice Transport:				
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 18.49	NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 2.19	NA	NA
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 191.33	NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 33.29	NA	NA
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 244.01	NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 37.12	NA	NA
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 1,013.40	NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 202.01	NA	NA
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 2,009.00	NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 226.97	NA	NA
Multiplexing					
	DS1 to Voice Grade		$ 342.91	NA	NA
	DS3 to DS1		$ 473.51	NA	NA
	OC3	Add/Drop Multiplexing - Per Arrangement	$ 527.17	NA	NA
		Add/Drop Function			
		- Per DS3 Add or Drop	$ 161.03	NA	NA
		- Per DS1 Add or Drop	$ 5.65	NA	NA
	OC12	Add/Drop Multiplexing - Per Arrangement	$ 838.93	NA	NA
		Add/Drop Function			
		- Per OC3 Add or Drop	$ 89.93	NA	NA
		- Per DS3 Add or Drop	$ 67.55	NA	NA
	OC48	Add/Drop Multiplexing - Per Arrangement	$ 304.35	NA	NA
		Add/Drop Function			
		- Per OC12 Add or Drop	$ 240.85	NA	NA
		- Per OC3 Add or Drop	$ 89.93	NA	NA
		- Per DS3 Add or Drop	$ 59.70	NA	NA
Dedicated Transport Cross Connects					
	DS1		$ 0.52	NA	NA
	DS3		$ 0.96	NA	NA
	OC3		$1.39	NA	NA
	OC12		$1.39	NA	NA
	OC48		$1.39	NA	NA
Dark Fiber					
	Dark Fiber Interoffice				
		Dark Fiber Interoffice Termination (Per Termination per Fiber)	$ 30.41	NA	NA
		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	$ 0.003315	NA	NA
		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	$ 2.69	NA	NA
	Dark Fiber Loop				
		Dark Fiber Loop Termination (Per Termination per Fiber)	$ 23.34	NA	NA
		Dark Fiber Loop Mileage (Per Fiber per Foot)	$ 0.002287	NA	NA
		Dark Fiber Loop Cross Connect (Per Termination per Fiber)	$ 2.17	NA	NA
	Inquiry (Per Request)				
		Dark Fiber Loop - NRC	NA	$ 69.18	NA
		Dark Fiber Sub-Loop - NRC	NA	$ 69.18	NA
		Dark Fiber Interoffice Transport - NRC	NA	$ 284.17	NA
	FIRM ORDER (Per Fiber Strand)				
		Administrative per Order			
		Connect	NA	$ 10.97	NA
		Disconnect	NA	NA	$ 12.73
		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)	NA		

WISCONSIN			AIT RECURRING	AIT Non-RECURRING	
			Monthly	Install	Disconnect
		Connect	NA	$ 310.76	NA
		Disconnect	NA	NA	$ 116.97
		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)	NA		
		Connect	NA	$ 328.69	NA
		Disconnect	NA	NA	$ 119.29
		Dark Fiber Interofcfice Transport - NRC	NA		
		Connect	NA	$ 411.80	NA
		Disconnect	NA	NA	$ 106.10
Digital Cross-Connect System					
	DCS Port Charge		ICB	ICB	NA
	DS1		ICB	ICB	NA
	DS3		ICB	ICB	NA
	DCS Establishment Charge		ICB	ICB	NA
	Database Modification Charge		ICB	ICB	NA
	Reconfiguration Charge				
Dedicated Transport Network Reconfiguration Service (NRS)					
	On rates, terms and conditions specified in FCC Tariff No. 2				
Dedicated Transport Optional Features & Functions					
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	NA	$ 271.14	$ 63.91
	OC3	1+1 Protection - Per OC3 Entrance Facility	$ 55.75	NA	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$ 55.75	$ 3,043.59	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)			
		- (1) Per OC3 Entrance Facility	$55.75	NA	NA
		- (2) Per Quarter Route Mile	$ 2.82	NA	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility	$ 275.82	NA	NA
			$ 275.82	$ 3,043.59	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)			
		- (1) Per OC12 Entrance Facility	$275.82	NA	NA
		- (2) Per Quarter Route Mile	$ 3.05	NA	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility	$ 1,056.21	NA	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$ 1,056.21	$ 3,043.59	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)			
		- (1) Per OC48 Entrance Facility	$ 1,056.21	NA	NA
		- (2) Per Quarter Route Mile	$ 12.20	NA	NA
Dedicated Transport Installation & Rearrangement Charges					
	DS1	Administration Charge - Per Order	NA	$ 346.87	NA
		Design & Central Office Connection Charge - Per Circuit	NA	$ 543.56	NA
		Carrier Connection Charge - Per Order	NA	$ 516.53	NA
	DS3	Administration Charge - Per Order	NA	$ 266.67	NA
		Design & Central Office Connection Charge - Per Circuit	NA	$ 578.43	NA
		Carrier Connection Charge - Per Order	NA	$ 345.33	NA
	OC3	Administration Charge - Per Order	NA	$ 98.31	$ 54.50
		Design & Central Office Connection Charge - Per Circuit	NA	$ 478.89	$ 83.94
		Carrier Connection Charge - Per Order	NA	$ 910.99	NA
	OC12	Administration Charge - Per Order	NA	$ 98.31	$ 54.50
		Design & Central Office Connection Charge - Per Circuit	NA	$ 478.89	$ 83.94
		Carrier Connection Charge - Per Order	NA	$ 910.99	NA
	OC48	Administration Charge - Per Order	NA	$ 98.31	$ 54.50
		Design & Central Office Connection Charge - Per Circuit	NA	$ 478.89	$ 83.94
		Carrier Connection Charge - Per Order	NA	$ 910.99	NA
Line Information Database - LIDB					
	Validation Query (Includes SMS & Sleuth)		$ 0.006051	NA	NA
	Query Transport (Validation)		$ 0.000004	NA	NA
	CNAM Database Query (Includes SMS)		$ 0.008631	NA	NA
	Service Order Cost		NA	$ 25.00	NA
	Service Establishment Charge		NA	NA	NA
	LIDB Data Storage & Administration				
		Manual Update	NA	$ 2.00	(Per Update)
800 Database					

WISCONSIN	AIT RECURRING	AIT Non-RECURRING	
	Monthly	Install	Disconnect
Toll Free Database Query (Regional STP Access)	$ 0.000929	NA	NA
Call Handling and Destination (Regional STP Access)	$ 0.000042	NA	NA
Toll Free Database Query (Local STP Access)	$ 0.001119	NA	NA
Call Handling and Destination (Local STP Access)	$ 0.000042	NA	NA
SS7			
SS7 Links - Cross Connects			
STP to Collocators Cage - DS0	See Dedicated Transport		
STP to Collocators Cage- DS1	See Dedicated Transport		
STP to SWBT MDF - DS0	See Dedicated Transport		
STP to SWBT DSX Frame-DS1	See Dedicated Transport		
SS7 Links			
STP Access Connection - 1.544 Mbps	See Dedicated Transport		
STP Access Link - 56 Kbps	See Dedicated Transport		
STP Port	$ 536.02	$ 878.81	$ 183.72
SS7 Signalling			
Signal Switching/IAM msg	$ 0.000127	NA	NA
Signal Transport/IAM msg	$ 0.000156	NA	NA
Signal Formulation/IAM msg	$ 0.000238	NA	NA
Signal Tandem Switching/IAM msg	$ 0.000282	NA	NA
Signal Switching/TCAP msg	$ 0.000099	NA	NA
Signal Transport/TCAP msg	$ 0.000105	NA	NA
Signal Formulation/TCAP msg	$ 0.000123	NA	NA
Point Code Addition	NA	$ 26.40	$ 30.61
Global Title Translation Addition	NA	$ 12.48	$ 26.95
Record			
Disconnect			
Unbundled Switch Port - Vertical Features			
Analog Line Port Features (per feature per port):			
Call Waiting	$ -		
Call Forwarding Variable	$ -		
Call Forwarding Busy Line	$ -		
Call Forwarding Don't Answer	$ -		
Three-Way Calling	$ -		
Speed Calling - 8	$ -		
Speed Calling - 30	$ -		
Auto Callback/Auto Redial	$ -		
Distinctive Ring/Priority Call	$ -		
Selective Call Rejection/Call Blocker	$ -		
Auto Recall/Call Return	$ -		
Selective Call Forwarding	$ -		
Calling Number Delivery	$ -		
Calling Name Delivery	$ -		
Calling Number/Name Blocking	$ -		
Anonymous Call Rejection (to date only available in Texas)	$ -		
Analog Line Port Features:	$ -		
Personalized Ring (per arrangement per port)	$ -		
Hunting Arrangement (per arrangement)			
ISDN BRI Port Features (per B Channel, unless noted)	$ -		
CSV/CSD per ISDN BRI port (required/provided)			
Basic Electonic Key Terminal Service (EKTS)			
Basic EKTS provides:			
Bridged Call Exclusion			
Bridging			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Message Waiting Indicator			
Speed Call (Long)			
Speed Call (Short)			
Three-way Conference Calling			

WISCONSIN	AIT RECURRING	AIT Non-RECURRING	
	Monthly	Install	Disconnect
Call Appearance Call Handling (CACH) EKTS			
CACH EKTS includes:			
Additional Call Offering (inherent)			
Bridged Call Exclusion			
Bridging			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Intercom			
Key System Coverage for Analog Lines			
Message Waiting Indicator			
Speed Call (Long)			
Speed Call (Short)			
Three-way Conference Calling			
Basic individual features:			
Additional Call Offering			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Calling Number Delivery			
Hunt Group for CSD			
Hunt Group for CSV			
Message Waiting Indicator			
Secondary Only Telephone Number			
Three Way Conference Calling			
ISDN PRI Port Features			
Backup D Channel			
Calling Number Delivery			
Dynamic Channel Allocation			
DID #s - see Analog DID Trunk Port Features			
Analog Trunk Port Features (per feature per port)			
DID #s - per telephone number	$ 0.04		
DS1 Digital Trunk Port Features (per feature per port)			
DID #s - see Analog DID Trunk Port Features	$ 0.04		
Unbundled Centrex System Options			
System Initial Establishment per Serving Office - Analog Only	NA	$ 469.62	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA	$ 469.62	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA	$ 469.62	NA
System Subsequent Change per Serving Office - Analog only system	NA	$ 62.40	NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA	$ 62.40	NA
System Subsequent Change per Serving Office - ISDN BRI only system	NA	$ 62.40	NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system	NA	NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system	NA	NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex			
Standard feature initialization per Analog Line Port	$ -	$ 228.75	
Individual Features (per feature per port):	$ 374.80	NA	
Automatic Callback Calling/Business Group Callback			
Call Forwarding Variable/Business Group Call Forwarding Variable			
Call Forwarding Busy Line			
Call Forwarding Don't Answer			
Call Hold			
Call Pickup			
Call Transfer - All Calls			
Call Waiting - Intragroup/Business Group Call Waiting			
Call Waiting - Originating			
Call Waiting - Terminating			
Class of Service Restriction - Fully Restricted			
Class of Service Restriction - Semi Restricted			

WISCONSIN	AIT RECURRING	AIT Non-RECURRING	
	Monthly	Install	Disconnect
Class of Service Restriction - Toll Restricted			
Consultation Hold			
Dial Call Waiting			
Directed Call Pickup - Non Barge In			
Directed Call Pickup - With Barge In			
Distinctive Ringing and Call Waiting Tone			
Hunting Arrangement - Basic			
Hunting Arrangement - Circular			
Speed Calling Personal (short list)			
Three Way Calling			
ISDN BRI Port Features for Unbundled Centrex			
Circuit Switched Voice (CSV)/(CSD) per BRI			
Standard feature initialization per Centrex System	$ 374.80	NA	
Individual features (per feature per B Channel)			
Additional Call Offering for CSV			
Automatic Callback Calling			
Call Forwarding Busy Line			
Call Forwarding Don't Answer			
Call Forwarding Variable			
Call Hold			
Call Pickup			
Call Transfer - All Calls			
Class of Service Restriction - Fully Restricted			
Class of Service Restriction - Semi Restricted			
Class of Service Restriction - Toll Restricted			
Consultation Hold			
Dial Call Waiting			
Directed Call Pickup - Non Barge In			
Directed Call Pickup - With Barge In			
Distinctive Ringing			
Hunting Arrangement - Basic			
Hunting Arrangement - Circular			
Speed Calling Personal (short list)			
Three Way Calling			
Custom Access Treatment Code (TX only)			
Denied Origination (TX only)			
Denied Termination (TX only)			
Intercom Dialing (TX only)			
OTHER			
Directory Assistance			
Directory Assistance, per occurrence	$ 0.30	NA	NA
Directory Assistance Call Completion (DACC)	$ 0.15	NA	NA
Directory Assistance/National Directory Assistance, per occurrence	$ 0.35	NA	NA
Branding - Other - Initial/Subsequent Load		$ 1,800.00	
- per call	$ 0.025		
Branding - Facility Based - Initial/Subsequent Load			
- Branding, per trunk group	NA	$ 800.00	NA
Directory Assistance - Facilities Based Rate Reference - Initial Load	NA	$ 2,200.00	NA
Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA	$ 1,000.00	NA
DA Listings			
DA Listing Liscense			
Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
- per listing for initial load	NA	$ 0.040	NA
- per listing for subsequent updates	NA	$ 0.060	NA
Option #2 Full File (all states inclusive) Billable Release			
- per listing for initial load	NA	$ 0.020	NA
- per listing for subsequent updates	NA	$ 0.030	NA

WISCONSIN	AIT RECURRING	AIT Non-RECURRING	
	Monthly	Install	Disconnect
- per usage/query	NA	$ 0.020	NA
Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
- per listing for initial load	NA	$ 0.050	NA
- per listing for subsequent updates	NA	$ 0.060	NA
Option #4 Pick & Choose (by state) Billable Release			
- per listing for initial load	NA	$ 0.020	NA
- per listing for subsequent updates	NA	$ 0.030	NA
- per usage/query	NA	$ 0.020	NA
Operator Services			
Fully Automated Call Processing, per occurrence	$ 0.15	NA	NA
Operator Assisted Call Processing, per work second	$ 0.02	NA	NA
Branding - Other - Initial/Subsequent Load		1,800.00	
- per call	$ 0.025		
Branding - Facility Based - Initial/Subsequent Load			
- Branding, per trunk group	NA	$ 800.00	NA
Operator Services - Facilities Based Rate Reference - Initial Load	NA	$ 2,200.00	NA
Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA	$ 1,000.00	NA
Ancillary Message Billing Compensation (Per Message)	$ 0.03	NA	NA
Structure Access - Poles & Ducts	Annually		
Per Pole attachment*	$ 3.03		
Per Foot of innerduct	$ 0.31		
Application fee		$ 200.00	
Emenrgency Number Service Access	See Tariff #20 Part 23 Section 3		
*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
RECIPROCAL COMPENSATION			
End Office Local Termination			
Set up charge, per call	$ 0.005485	NA	NA
Duration charge, per MOU	$ 0.001662	NA	NA
Tandem Switching			
Set up charge, per call	$ 0.000904	NA	NA
Duration charge, per MOU	$ 0.000483	NA	NA
Tandem Transport Termination			
Set up charge, per call	$ 0.000122	NA	NA
Duration charge, per MOU	$ 0.000064	NA	NA
Tandem Transport Facility Mileage, per MOU per mile			
Set up charge, per mile	$ 0.000008	NA	NA
Duration charge, per MOU per mile	$ 0.000003	NA	NA
TRANSIT SERVICE			
Tandem Switching			
per minute of use	$ 0.004406	NA	NA
Tandem Termination			
per minute of use	$ 0.000070	NA	NA
Tandem Facility			
per minute of use	$ 0.000061	NA	NA
*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**			
RESALE	RECURRING	NON-RECURRING	
BUSINESS			
LOCAL EXCHANGE SERVICE			

WISCONSIN	AIT RECURRING	AIT Non-RECURRING	
	Monthly	Install	Disconnect
Business 1 Party	17.50%	27.50%	
Business - Measured	17.50%	27.50%	
Customer Operated Pay Telephone (COPT)	17.50%	27.50%	
EXPANDED LOCAL CALLING			
Extended Area Service	20.00%	20.00%	
VERTICAL SERVICES			
Anonymous Call Rejection	25.00%	25.00%	
Repeat Dialing (Auto Redial)	25.00%	25.00%	
Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	25.00%	25.00%	
Call Blocker	25.00%	25.00%	
Call Forwarding	25.00%	25.00%	
Call Forwarding - Busy Line	25.00%	25.00%	
Call Forwarding - Busy Line/Don't Answer	25.00%	25.00%	
Call Forwarding - Don't Answer	25.00%	25.00%	
Automatic CallBack (Call Return)	25.00%	25.00%	
Automatic CallBack-Per Use (Call Return - Usage Sensitive)	25.00%	25.00%	
Call Trace	25.00%	25.00%	
Call Waiting	25.00%	25.00%	
Caller ID WithName (Calling Name)	25.00%	25.00%	
Caller ID (Calling Number)	25.00%	25.00%	
MultiRing Service -1 (Personalized Ring -1 Dependent Number)	25.00%	25.00%	
MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	25.00%	25.00%	
Remote Access to Call Forwarding (Grandfathered)	0.00%	0.00%	
Selective Call Forwarding	0.00%	0.00%	
Multi-Path Call Forwarding (Simultaneous Call Forwarding)	25.00%	25.00%	
Remote Call Forwarding-Per Feature	25.00%	25.00%	
RCF, Interstate, Interexchange	25.00%	25.00%	
RCF, Intrastate	25.00%	25.00%	
RCF, Interstate, International	25.00%	25.00%	
RCF, Intrastate, Interexchange	25.00%	25.00%	
RCF to 800	25.00%	25.00%	
RCF Additional	25.00%	25.00%	
Speed Calling 8	25.00%	25.00%	
Speed Calling 30	25.00%	25.00%	
Three Way Calling	25.00%	25.00%	
Call Screening	25.00%	25.00%	
Busy Line Transfer	25.00%	25.00%	
Alternate Answer	25.00%	25.00%	
Message Waiting - Tone	25.00%	25.00%	
Easy Call	25.00%	25.00%	
Prime Number Service	25.00%	25.00%	
AMERITECH Privacy Manager	25.00%	25.00%	
Name and Number Delivery Service	25.00%	25.00%	
DID			
DID	15.00%	15.00%	
TRUNKS			
Trunk	17.50%	17.50%	
AIN			
Area Wide Networking	25.00%	25.00%	
Ameritech Switch Alternate Routing (ANSAR)	25.00%	25.00%	
Ameritech Customer Location Alternate Routing (ACLAR)	25.00%	25.00%	
OTHER			
Grandfathered Services	0.00%	0.00%	
Promotions (Greater than 90 days)	25.00%	25.00%	
TouchTone (Business)	25.00%	25.00%	
TouchTone (Trunk)	25.00%	25.00%	
900/976 Call Blocking (900/976 Call Restriction)	0%	0%	
976 (976 Information Delivery Service)	0%	0%	
Access Services (See Access Tariff)	0%	0%	
Additional Directory Listings	15.00%	15.00%	
Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%	
Connection Services	25.00%	25.00%	

WISCONSIN		AIT RECURRING	AIT Non-RECURRING	
		Monthly	Install	Disconnect
	Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%	
	Shared Tenant Service	0%	0%	
	Data Services			
	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	8.00%	8.00%	
	PBX Trunks	8.00%	8.00%	
	Mulit-Service Optical Network (MON)	8.00%	8.00%	
	OCn-PTP	8.00%	8.00%	
	ADTS-E	8.00%	8.00%	
	DS0	8.00%	8.00%	
	DS1	8.00%	8.00%	
	DS3	8.00%	8.00%	
	ISDN			
	ISDN	9.75%	9.75%	
	DIRECTORY ASSISTANCE SERVICES			
	Directory Assistance Services	15.00%	15.00%	
	Local Operator Assistance Service	15.00%	15.00%	
	TOLL			
	TOLL	25.00%	25.00%	
	OPTIONAL TOLL CALLING PLANS			
	Optional Toll Calling Plans	25.00%	25.00%	
	CENTREX (PLEXAR)			
	Ameritech Centrex Service ACS	25.00%	25.00%	
	Ameritech Centrex Network Manager	0.00%	0.00%	
	PRIVATE LINE			
	Analog Private Lines	8.00%	8.00%	
	Private Line Channel Services	8.00%	8.00%	
	RESIDENCE		***RESALE DISCOUNTS***	
	LOCAL EXCHANGE SERVICE	RECURRING	NON-RECURRING	
	Life Line	0.00%	0.00%	
	Residence 1 Party	14.50%	25.00%	
	Residence Measured	14.50%	25.00%	
	EXPANDED LOCAL CALLING			
	Extended Area Service	17.50%	17.50%	
	VERTICAL SERVICES			
	Anonymous Call Rejection	23.00%	23.00%	
	Repeat Dialing (Auto Redial)	23.00%	23.00%	
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	23.00%	23.00%	
	Call Blocker	23.00%	23.00%	
	Call Forwarding	23.00%	23.00%	
	Call Forwarding - Busy Line	23.00%	23.00%	
	Call Forwarding - Busy Line/Don't Answer	23.00%	23.00%	
	Call Forwarding - Don't Answer	23.00%	23.00%	
	Automatic Call-Back (Call Return)	23.00%	23.00%	
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	23.00%	23.00%	
	Call Trace	23.00%	23.00%	
	Call Waiting	23.00%	23.00%	
	Caller ID with Name (Calling Name)	23.00%	23.00%	
	Caller ID (Calling Number)	23.00%	23.00%	
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	23.00%	23.00%	
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	23.00%	23.00%	
	Remote Access to Call Forwarding (GF)	0.00%	0.00%	
	RCF, Interstate, Interexchange	23.00%	23.00%	
	RCF, Intrastate	23.00%	23.00%	
	RCF, Interstate, International	23.00%	23.00%	
	RCF, Intrastate, Interexchange	23.00%	23.00%	
	RCF to 800	23.00%	23.00%	
	RCF Additional	23.00%	23.00%	
	Selective Call Forwarding	23.00%	23.00%	

WISCONSIN	AIT RECURRING	AIT Non-RECURRING	
	Monthly	Install	Disconnect
Speed Calling 8	23.00%	23.00%	
Three Way Calling	23.00%	23.00%	
Call Screening	23.00%	23.00%	
Busy Line Transfer	23.00%	23.00%	
Alternate Answer	23.00%	23.00%	
Message Waiting - Tone	23.00%	23.00%	
Easy Call	23.00%	23.00%	
AMERITECH Privacy Manager	23.00%	23.00%	
Name and Number Delivery Service	23.00%	23.00%	
ISDN			
ISDN	9.75%	9.75%	
DIRECTORY ASSISTANCE SERVICES			
Directory Assistance Services	15.00%	15.00%	
Local Operator Assistance Service	15.00%	15.00%	
OTHER			
Grandfathered Services	0.00%	0.00%	
Promotions (Greater than 90 Days)	23.00%	23.00%	
TouchTone	23.00%	23.00%	
Home Services Packages	23.00%	23.00%	
900/976 Call Blocking (900/976 Call Restriction)	0%	0%	
976 (976 Information Delivery Service)	0%	0%	
Access Services (See Access Tariff)	0%	0%	
Additional Directory Listings	15.00%	15.00%	
Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%	
Connection Services	25.00%	25.00%	
Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%	
Shared Tenant Service	0%	0%	
TOLL			
Toll	21.50%	21.50%	
Electronic Billing Information Data (daily usage)	$0.00		
per message			
Local disconnect Report (LDR)			
Per WTN	$0.00		
Line Connection Charge			
Residence		N/A	
Business		N/A	
Service Order/Service Request Charge			
Residence		$26.25	
Business		$31.90	
Non-Electronic (Manual) Service Order Charge			
Residence		$9.02	
Business		$9.02	
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 Tariff, P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed			

AMENDMENT TO
THE
INTERCONNECTION AGREEMENT – WISCONSIN
EFECTIVE JUNE 16, 2002
BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
TIME WARNER TELECOM OF WISCONSIN, L.P.

This Amendment to the Interconnection Agreement – Wisconsin is entered into this _____ day of _____, 2003 between WISCONSIN BELL, INC. d/b/a SBC Wisconsin[1] ("SBC Wisconsin"), and Time Warner Telecom of Wisconsin, L.P. ("TWTC") (collectively, "the Parties").

WHEREAS the Parties have entered into the Interconnection Agreement for Wisconsin (the "Agreement"), which has been approved by the Public Service Commission of Wisconsin (the "Commission"); and

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, TWTC and SBC Wisconsin agreed in the Settlement Stipulation ("Stipulation") in *Investigation Into Ameritech Wisconsin's Unbundled Network Elements*, Docket No. 6720-TI-161, and particularly paragraph 6(a)(2), to amend the Agreement to incorporate the attached collocation rates and USOCs.

NOW THEREFORE, in consideration of the premises and the mutual covenants of this Amendment, the Parties hereby agree as follows:

1. Subject to the provisions of this Amendment and the Stipulation, the rates contained in the Wisconsin tariff, P.S.C. of W. 20, Part 23, Section 4, "Collocation Services," for those items in Exhibit A, "Collocation Rates" with the corresponding USOCs attached hereto as Exhibit B (both of which Exhibits are attached hereto and made a part hereof) shall apply to the extent that the Agreement contains terms and conditions for each rate element in Exhibit A. The rates adopted by this Amendment shall be effective and begin to apply in accordance with Paragraph 6 of the Stipulation, which provides that the rates shall be retroactive to May 21, 2002 for TWTC. Except as provided for in the immediately preceding sentence, this Amendment shall be effective on a prospective basis only, including for non-recurring and recurring charges.

2. This Amendment applies only to any existing collocation arrangement that was established under terms and conditions established pursuant to 47 U.S.C. § 251(c)(6). Any collocation arrangement, the terms of which were established prior to May 21, 2002, shall not be subject to the recurring charges set forth in the Exhibit A (attached hereto and made a part hereof) that recover the costs of establishing a collocation arrangement, *provided that*, TWTC has paid all non-recurring charges associated with the collocation arrangement (other than those charges that have been discharged pursuant to Title 11, United States Code) prior to the Amendment Effective Date. In no event shall this Amendment prevent SBC Wisconsin from charging, or relieve TWTC from paying, any applicable charge incurred prior to the Amendment Effective Date

[1] Wisconsin Bell, Inc., f/k/a Ameritech Wisconsin, is now doing business in Wisconsin as SBC Wisconsin.

3. Any collocation arrangement, the terms of which were established prior to the Amendment Effective Date, shall not be subject to any additional non-recurring charge(s) that recover the costs of establishing a collocation arrangement, except as may be applicable to new or subsequent work to or for such existing collocation arrangement.

4. The Parties stipulate that, for all collocation arrangements existing on December 18, 2002, the then-current billing arrangements for number of amps and price per amp will continue to be assessed until such time as: (a) the Commission should issue a final decision or order in a subsequent investigation of SBC Wisconsin's unbundled network elements, including rates, terms and conditions for collocation; or (b) TWTC, as a collocating CLEC, shall request changes or modifications to an existing power capacity arrangement for a currently existing collocation arrangement. In the event the Commission should issue a final order or decision in a subsequent investigation of SBC Wisconsin's unbundled network elements, including rates, terms and conditions for collocation, the Commission's final order or decision shall apply according to its terms and the terms of TWTC's then-currently effective interconnection agreement. In the event TWTC should request changes or modifications to an existing power capacity arrangement for a currently existing collocation arrangement, the rates set forth in Exhibit A for power amperage shall apply to the power capacity arrangement, as modified or changed.

5. Each of the Parties agrees on behalf of itself, its affiliates, successors, and assigns that the terms and agreements contained in this Amendment are limited to the State of Wisconsin and are not portable by any mechanism to any other region or state except upon the explicit agreement of the Parties.

6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED IN AND FULL FORCE AND EFFECT.

8. Upon receipt of TWTC's signed original Amendment, SBC Wisconsin shall sign the Amendment and file it with the Commission within ten (10) days. This Amendment shall become effective ten (10) days after the date that the Commission approves this Amendment under Section 252(e) of the federal Telecommunications Act of 1996 ("Act") or, absent such Commission approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date", subject to Section 10 of this Amendment).

9. This Amendment is entered into solely to effectuate TWTC's election to adopt the tariff rates as set forth herein, as permitted under and in accordance with the Stipulation and the Agreement, as specifically acknowledged as available to TWTC at paragraph 6(a)(2) of the Stipulation (on which this Amendment is expressly conditioned) and for no other reason.

10. Except as may be provided under Section 1 hereof, in strict accordance with the Stipulation and the Agreement, in no event shall this Amendment result in the retroactive application of any rate or rate structure. By way of example only and without limiting the foregoing, if a CLEC is permitted to adopt the Agreement (including, as applicable, this Amendment and any other amendment) and/or this Amendment ("Adopting CLEC") pursuant to 47 U.S.C. § 252(i), the rate changes could only apply prospectively beginning from the date that the Agreement (including, as applicable, this Amendment and any other amendment) and/or this Amendment became effective between the Adopting CLEC and SBC Wisconsin ten (10) days after the date that the Commission approves the Adopting CLEC's Section 252(i) adoption or, if absent such Commission approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate changes could not in any manner apply retroactively prior to the Section 252(i) Effective Date. For an Adopting CLEC, the Section 252(i) Effective Date shall be the "Amendment Effective Date" as used in the Amendment. The foregoing does

not prejudice or otherwise affect in any way SBC Wisconsin's ability to dispute, and SBC Wisconsin is fully reserving its rights to dispute, an attempt by any requesting telecommunications carrier to adopt the Agreement and/or this Amendment under 47 U.S.C. § 251(i) to the extent the effect would be contrary to the Stipulation and its requirements and parameters.

11. The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rate changes made hereunder shall be applied in accordance with Section 1 hereof subject to Section 10 of this Amendment.

12. The Parties acknowledge and agree that the provisions set herein forth in Sections 1-13, inclusive, of this Amendment are each legitimately related to, conditioned on and constitute consideration for, every other term and condition in Section 1-13, inclusive, of this Amendment.

13. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, legislation or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Wisconsin reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation in Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a

conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other 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 required 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by SBC Wisconsin, signing by and through its duly authorized representative, and TWTC, signing by and through its duly authorized representative.

Signatures

Time Warner Telecom of Wisconsin, L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings Inc., its general partner

Signature: Tina Davis

Name: ~~Tina Davis~~
(Print or Type) Vice President and Deputy General Counsel

Title:

Date: 7-28-03

Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by SBC Telecommunications, Inc., its authorized agent

Signature: Christy Gehlbach

Name: Christy Gehlbach
(Print or Type)

Title: For/President – Industry Markets

Date: 7-31-03

AECN#7178

OCN# 7322

ACNA - TIM

Exhibit A

1. GENERAL DESCRIPTION - PHYSICAL COLLOCATION (C)

1.1 Process

This Tariff provides for the placing of Collocator telecommunications equipment and facilities on The Company property for the purposes set forth in Paragraph 1.3, following.

1.2 Scope

Physical collocation provides actual space (hereinafter referred to as Dedicated Space) within The Company Eligible Structure as defined in Paragraph 2 Definitions, following. The Collocator will lease the Dedicated Space from The Company and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Paragraph 1.3, following. The Company will provide caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, The Company will permit collocation in Adjacent Structures located on The Company's property in accordance with this Tariff so that Collocators will have a variety of collocation options from which to choose.

1.3 Purpose

Physical collocation is available for the placement of telecommunications equipment as provided for in this Tariff for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) if FTA96, or (ii) obtaining access to The Company's unbundled network elements pursuant to 47 U.S.C. 251(c)(3) of FTA96. 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 FTA96, respectively. Nothing contained in this tariff shall prohibit a Collocator from exercising its rights under the Telecommunications Act of 1996 ("Act"). Specifically, a Collocator may exercise its rights under sections 252(a)(1) and Section 252(i) of the Act at any time.

2. DEFINITIONS

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.

Adjacent Off-site Arrangement – Where Physical Collocation space within The Company 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 (C)

2. DEFINITIONS (cont'd) (C)

Adjacent Off-site Arrangement – (cont'd)
The Company 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 The Company's Central Office or Eligible Structure.

Such arrangement shall be used for interconnection or access to unbundled network elements. 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 The Company'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 interconnection agreement or, the Collocator may subscribe to the applicable rates established in this tariff for access to unbundled network elements. The interim rates, subject to true up, established in this tariff for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of The Company's Central Office or Eligible Structure.

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. The Company 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 The Company's facilities. The Company 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.

In the event that interior space in an Eligible Structure becomes available, The Company 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.

Adjacent Structure - A Collocator-provided structure placed on The Company 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. The Company and CLEC will mutually agree on the location of the designated space on The Company premises where the adjacent structure will be placed. The Company will not unreasonably withhold agreement as to the site desired by Collocator. (C)

2. DEFINITIONS (cont'd) (C)

Augment - A request from a Collocator to add equipment and/or cable to an existing physical collocation arrangement.

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 a collocator for any work performed which will benefit or be used by Wisconsin Bell or other collocators. Wisconsin Bell 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 tariff. The Company shall follow the procedures established in paragraph 20.1 of this Tariff for imposition of Custom Work Charges. In the event an agreement between the Collocator and The Company is not reached regarding the Custom Work Charge, The Company shall complete construction of the Collocator’s space pending resolution of the issue by the 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 The Company shall accrue interest at the rate established by the Public Service Commission of Wisconsin. All Custom Work Charges that are approved by the Public Service Commission of Wisconsin will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to The Company 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, The Company shall file the appropriate tariff amendment. However, The Company shall not delay completion of such work during the tariff approval process. The Company shall perform such work based upon interim rates, subject to true up. If the Collocator and The Company cannot agree on interim rates, either party may seek informal dispute resolution at the Commission.

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.

Dedicated Space - Denotes the space dedicated for the Collocator’s physical collocation arrangement located in The Company Eligible Structure.

Eligible Structure - Eligible Structure refers to The Company's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by The Company that house its network facilities, and all structures that house The Company's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures. (C)

2. DEFINITIONS (cont'd) (C)

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.

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 Tariff is exhausted or completely occupied. Before The Company may make a determination that space in an Eligible Structure is legitimately exhausted, The Company 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 The Company'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 6.2 of this Tariff. In making this determination, The Company may reserve space for transport equipment for current year plus two years. Additionally, The Company may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of The Company or for future use by The Company 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. The Company may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.

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 Tariff.

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

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. (C)

2. DEFINITIONS (cont'd) (C)

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 unbundled network elements of The Company's network.

3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS

3.1 Limitation

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 this Tariff, the liability of either The Company 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.

Neither The Company nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.

Both The Company 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 Tariffs.

The liability of either The Company or the Collocator for its willful misconduct or gross negligence is not limited by this Tariff.

3.2 Third Parties

The Company also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or 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.

In addition to any other applicable limitation, neither The Company 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 willful actions by either The Company or the Collocator or their agents or employees. (C)

3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS (cont'd) (C)

3.3 Force Majeure Events

The Company shall not be responsible for delays or failures in performance under this Tariff resulting from acts or occurrences beyond the reasonable control of The Company including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbance or the inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.

4. RESPONSIBILITIES OF THE COMPANY

4.1 Right to Use; Multiple Dedicated Spaces

In accordance with this Tariff, The Company 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 Tariff.

4.2 Contact Numbers

The Company is responsible for providing the Collocator personnel a contact number for The Company 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 Tariff, 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 The Company will not delay a Collocator's entry into an Eligible Structure.

4.3 Trouble Status Reports

The Company is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the Collocator’s network, switches or services, with an estimated clearing time for restoral. In addition, The Company will provide written notification within twenty-four (24) hours. When trouble has been identified, The Company is responsible for providing trouble status reports, consistent with paragraph 5.3, when requested by the Collocator. (C)

4. RESPONSIBILITIES OF THE COMPANY (cont'd) (C)

4.4 Service Coordination

The Company is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions, and (1) the Dedicated Space is not rendered untenantable in whole or in part, The Company 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, The Company 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 The Company opts not to rebuild, then The Company 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, The Company must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

Any obligation on the part of The Company to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by The Company.

4.5.2 Damage to Eligible Structure

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 The Company's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, The Company, at its option, may terminate services provided via this Tariff 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. (C)

4. RESPONSIBILITIES OF THE COMPANY (cont'd) (C)

4.6 Construction Notification

The Company 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. The Company will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. The Company will inform the Collocator as soon as practicable by telephone of all emergency-related activities that The Company 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.

4.7 Construction Inspections

During the construction of all forms of physical collocation space required under this tariff, Collocators 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 tariffed or agreed upon interval, collocators 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 paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time The Company's employees spend traveling and will be based on fifteen (15) minute increments.

5. OBLIGATIONS OF THE COLLOCATOR

5.1 Certification

The Collocator requesting physical collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the physical collocation space. The Company shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a CLEC while that CLEC's state certification is pending or prior to a final approved interconnection agreement. (C)

5. OBLIGATIONS OF THE COLLOCATOR (cont'd) (C)

5.2 Contact Numbers

The Collocator is responsible for providing to The Company personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this Tariff, the parties will provide the contact numbers included in the application process.

5.3 Trouble Report

The Collocator is responsible for making best efforts to provide prompt verbal notification to The Company of significant outages or operations problems which could impact or degrade The Company's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with paragraph 4.3, when requested by The Company.

5.4 Removal

The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the physical collocation arrangement. After such time, The Company may remove the abandoned materials and the Collocator is responsible for payment of any and all claims, expenses, fees or other costs associated with any such removal by The Company, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold The Company harmless from the failure to return any such equipment, property or other items.

5.5 Hazardous Waste & Materials

The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the CLEC's Installation Supplier shall adhere to all SBC LEC requirements. The Installation Supplier shall coordinate with the SBC LEC Representative before any activity relating to hazardous material/waste is started. (Refer to Interconnector's Guide for Collocation for further details.) (C)

5. OBLIGATIONS OF THE COLLOCATOR (cont'd) (C)

5.6 Safety

The Installation Supplier shall be entirely responsible for the safety and instruction of its employees or representatives. The Installation Supplier shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of The Company or other CLECs. The Installation Supplier shall immediately report to the SBC LEC Representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Installation Supplier while on SBC LEC premises or any OSHA inspection or citations issued to the Installation Supplier while on SBC LEC premises. (Refer to Interconnector’s Guide for Collocation for further details.)

5.7 Collocator’s Equipment and Facilities

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 POT frame located in the Common Area:

A. its fiber optic cable(s) or other permitted transmission media as specified in paragraph 8.1;

B. its equipment;

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

D. 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

E. 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.

The Company neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this paragraph. (C)

5. OBLIGATIONS OF THE COLLOCATOR (cont'd) (C)

5.8 Insurance

5.8.1 Coverage Requirements

The Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

A. Workers' Compensation insurance with benefits afforded under the laws of the State of Wisconsin and Employers Liability insurance with minimum limits of $100,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $100,000 for Bodily Injury by disease-each employee.

B. Commercial General Liability insurance with minimum limits of: $2,000,000 General Aggregate limit; $1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $2,000,000 Products/Completed Operations Aggregate limit, with a $1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of $300,000 are required for lease agreements. The Company will be named as an Additional Insured on the Commercial General Liability policy.

C. 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.

D. All Risk Property coverage on a full replacement cost basis insuring all of Collocator’s personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases The Company from and waives any and all right of recovery, claim, action or cause of action against The Company, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of The Company, its agents, directors, officers, employees, independent contractors, and other representatives. (C)

5. OBLIGATIONS OF THE COLLOCATOR (cont'd) (C)

5.8 Insurance (cont'd)

5.8.1 Coverage Requirements (cont'd)

Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against The Company, and any rights of Collocator against The Company for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that The Company has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Tariff.

The Company requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

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 The Company as well. If a certificate is not received, The Company 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 The Company, and The Company may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. The Company will invoice Collocator for the costs incurred to so acquire insurance.

The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above. (C)

5. OBLIGATIONS OF THE COLLOCATOR (cont'd) (C)

5.8 Insurance (cont'd)

5.8.2 Self-Insured

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 Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, 5.8.1, Coverage Requirements, shall immediately apply.

6. ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

The Company will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Tariff so that Collocators will have a variety of collocation options from which to choose:

A. 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 The Company within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

The Company 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, Collocators 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., 50 square feet of cage space for a single bay) and will ensure that the first Collocator in a The Company premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in paragraph 20 following.

When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charges as set forth in paragraph 20 following. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.1 Dedicated Space (cont'd)

6.1.1 Types of Available Physical Collocation Arrangements (cont'd)

A. Caged Physical Collocation (cont'd)
The Collocator must comply with all methods, procedures and guidelines followed by The Company 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 Paragraph 16 following will apply. If the collocator elects to install or requests that The Company 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 paragraph 21.3 following applies.

B. Caged Shared Collocation - The Company will provide Caged Shared Collocation as set forth in paragraph 7 entitled "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a caged collocation space as set forth in paragraph 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

C. Caged Common Collocation – The Company will provide Caged Common Collocation as set forth in paragraph 7.1.1.

D. Cageless Collocation - The Company 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 (Other (Inactive) Collocation Space), as further defined in Section 2. Under this arrangement, The Company will provide space in single bay increments, including available space adjacent to or next to The Company’s equipment. Collocators will have direct access to their equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. The Company will not require Collocators to use an intermediate interconnection arrangement such as a POT frame. The Company may take reasonable steps to protect its own equipment as provided in Section 6.1.2.

Accordingly, The Company will not provide a Collocator’s personnel or agents with direct access to The Company’s main distribution frame. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.1 Dedicated Space (cont'd)

6.1.1 Types of Available Physical Collocation Arrangements (cont'd)

E. Adjacent Space Collocation – Where Physical Collocation space within The Company Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Tariff, The Company will permit Collocators to physically collocate on The Company's property in adjacent controlled environmental vaults or similar structures that The Company uses to house telecommunication equipment, to the extent technically feasible. The Company and CLEC will mutually agree on the location of the designated space on The Company premises where the adjacent structure will be placed. The Company 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. The Company will offer the following increments of power to the Adjacent On-site structure: The Company will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. The Company will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 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. The Company will provide physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this Tariff. The Company shall permit Collocators to place their own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either The Company or the Collocator. 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.

Where Physical Collocation space within The Company Eligible Structure is Legitimately Exhausted, and 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 The Company shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.1 Dedicated Space (cont'd)

6.1.1 Types of Available Physical Collocation Arrangements (cont'd)

E. Adjacent Space Collocation (cont'd)
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 The Company's Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to unbundled network elements. 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 The Company'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 interconnection agreement or, the Collocator may subscribe to the applicable rates established in this tariff for access to unbundled network elements. The interim rates, subject to true up, established in this tariff for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of The Company's Central Office or Eligible Structure.

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. The Company 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 The Company's facilities. The Company 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.

In the event that interior space in an Eligible Structure becomes available, The Company 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. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.1 Dedicated Space (cont'd)

6.1.1 Types of Available Physical Collocation Arrangements (cont'd)

F. The Company 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 CLEC seeking collocation in The Company’s Eligible Structures that such an arrangement is technically feasible.

6.1.1.1 Space Determination

As provided in Section 6.2 of this Tariff, The Company shall notify the Collocator in writing as to whether its request for collocation has been granted or denied within ten (10) calendar days of submission of the completed application.

6.1.2 Security

Protection of The Company's equipment is crucial to its ability to offer service to its customers and to the integrity of the entire network. Therefore, The Company may impose the following reasonable security measures on Collocators to assist in protecting its network and equipment from harm. The Company may impose security arrangements as stringent as the security arrangements The Company 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, The Company may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), The Company will not impose more stringent security requirements than these. 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. The Company 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 Collocators.

A. Collocators will conduct background checks of their personnel and technicians who will have access to the collocation space. Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of The Company security standards. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.1 Dedicated Space (cont'd)

6.1.2 Security (cont'd)

A. (cont'd)
Collocator personnel and technicians will undergo the same level of security training or its equivalent that The Company's own employees and authorized contractors must undergo. The Company will not, however, require Collocators to receive security training from The Company, but will provide information to Collocators on the specific type of training required.

Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in The Company's Technical Publications.

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

a. Theft or destruction of The Company's or Collocator’s property;
b. Use/sale or attempted use/sale of alcohol or illegal drugs on The Company property;
c. Threats or violent acts against other persons on The Company property;
d. Knowing violations of any local, state or federal law on The Company property;
e. Permitting unauthorized persons access to The Company or Collocator’s equipment on The CompanyY property; and
f. Carrying a weapon on The Company property.

In addition, Collocator and The Company will take appropriate disciplinary steps as determined by each party to address any violations reported by The Company or the Collocator of The Company’s policies and practices on security, safety, network reliability, and business conduct as defined in The Company’s Interconnector’s Collocation Services Handbook for Physical Collocation in Wisconsin, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.1 Dedicated Space (cont'd)

6.1.2 Security (cont'd)

C. Collocators will provide indemnification as set forth in Section 12 of this Tariff and insurance as set forth in Section 5.8 of this Tariff to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by The Company - authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to The Company as well.

D. The Company may use reasonable security measures to protect its equipment. In the event The Company elects to erect an interior security partition in a given Eligible Structure to separate its equipment, The Company 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 CLEC be required to pay for both an interior security partition to separate The Company’s equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

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

The Company’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.

The Company’s enclosure of its own equipment will not unreasonably increase a CLEC’s cost nor shall it result in duplicative security costs. The cost of an interior security partition around The Company’s equipment cannot include any embedded costs of any other security measures for the Eligible Structure. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.1 Dedicated Space (cont'd)

6.1.2 Security (cont'd)

D. (cont'd)
If The Company chooses to enclose its own equipment, The Company 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.

The Company 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 The Company cannot prove that other reasonable security methods cost more than an interior security partition around The Company’s equipment, The Company cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.

If The Company 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 The Company’s equipment at the time the price quote is given. Any disputes can be brought before the Commission for resolution through its expedited dispute resolution process.

E. Collocators will have access to their physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. The Company will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. The Company will provide Collocators with reasonable access to restroom facilities and parking. Collocators will also have reasonable access to their selected collocation space during construction.

6.1.3 Interval

A. The Company 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 form found in The Company’s Interconnector's Collocation Services Handbook for Physical Collocation in Wisconsin and will pay an initial Planning Fee. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.1 Dedicated Space (cont'd)

6.1.3 Interval (cont'd)

A. (cont'd)
A Collocator wishing The Company 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 The Company to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, The Company 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. Collocators who only wish The Company to consider one collocation method need not provide preferences and associated specific information for multiple methods. However, if The Company is unable to provide the Collocator's requested collocation method due to space constraints and the Collocator determines that it wishes The Company to consider an alternative method of collocation, the Collocator would be required to submit an additional application. This would not result in incremental application costs to the Collocator as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of the Collocator's application and initial planning fee payment, The Company will begin development of the quotation. Wisconsin Bell will advise the Collocator of any known deficiencies in its collocation application within 10 calendar days (unless multiple applications are received; section 6.1.4 will apply where multiple applications are received). Wisconsin Bell 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 10 calendar days after being advised of the deficiencies.

B. In responding to an application request, if space is available, The Company shall advise the Collocator that their request for physical collocation is granted, and confirm the applicable nonrecurring and recurring Tariff rates, and the provisioning interval. The Company will not select for Collocator the type of physical collocation to be ordered. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.1 Dedicated Space (cont'd)

6.1.3 Interval (cont'd)

B. (cont'd)
The Collocator has sixty-five (65) calendar days. After sixty-five (65) calendar days, a new application and Planning Fee are required. The Collocator has sixty-five (65) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges.

C. The Company will provide a reduced interval for Collocators with existing physical collocation space that request the following interconnection augments. The Collocator must submit to The Company's Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from paragraph 20 (A) of this tariff and 50% of tariff nonrecurring 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.

A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) The Company will perform a cage expansion of 300 square feet or less immediately adjacent to a 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 between one Collocator and another Collocator provided the Collocators are interconnected with The Company's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.

Other augments such as power requests that exceed current capacity ratings, additional bay spaces, The Company bays, The Company cable racks and/or cage expansions within Active Central Office 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. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.1 Dedicated Space (cont'd)

6.1.3 Interval (cont'd)

C. (cont'd)
The construction interval for these other augments will not exceed 90 days. THE UTILTIY will work cooperatively with Collocators to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

The second fifty percent (50%) payment must be received by The Company no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by The Company.

6.1.4 Application Quotation Interval for Physical

A. 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

Should the Collocator submit 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.

The Collocator may obtain a shorter response interval than are set forth above by scheduling a meeting with The Company at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize the Collocator's applications.

B. Any major revision to an application will be treated as a new application following the guidelines in Section 6.1.9 and will be subject to the time intervals set forth above. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.1 Dedicated Space (cont'd)

6.1.5 Caged, Caged Common Physical Collocation and Shared Caged Collocation Installation Interval

1. Dedicated Space for Caged physical collocation and Shared Caged Collocation is not reserved until the quotation is accepted.

2. Where space suitable for central office equipment (Active Central Office Space) is available, The Company will deliver Caged Physical or Shared Caged 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 50% of all applicable non-recurring charges.) If the available space is not suitable for central office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

3. Any material revision to a completed application will be treated as a new application following revision guidelines set forth in section 6.1.9 following.

6.1.6 Cageless Physical Collocation Installation Interval

1. Dedicated space for Cageless physical collocation is not reserved until the quotation is accepted.

2. Where space suitable for central office equipment (Active Central Office Space) is available, The Company 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 50% of all applicable non-recurring charges.) If the available space is not suitable for central office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

3. Any material revision to a completed application will be treated as a new application following revision guidelines set forth in section 6.1.9 following. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.1 Dedicated Space (cont'd)

6.1.7 The Company will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 90 days from the receipt of the Collocator's acceptance of the quotation where The Company will be installing all or some of the bays. 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 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, The Company will add thirty (30) calendar days to the provisioning interval.

6.1.8 Adjacent Space or Other Physical Collocation Arrangement Installation Intervals

Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 6.1.1 (D) and (E) above will be reasonably related to the complexity of accommodating the requested arrangement.

6.1.9 Revisions

All revisions to an initial request for a physical collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the physical collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; adding design and engineering requirements above those which The Company normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems); and accelerating the project schedule. However, 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. The Collocator will be required to pay any applicable planning fees. 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. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.2 Space Availability Determination and Resolution

A. In responding to an application request if space is not available, The Company will notify the Collocator that their application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of The Company's receipt of a completed application.

The notification will also include a possible future space relief date, if applicable. At that time, any nonrecurring charges collected with the application, except the planning fee, will be returned to the Collocator.

The Company will file a copy of the notification letter denying the Collocator’s request with the Public Service Commission of Wisconsin. In the event of a denial, The Company will concurrently submit to both the Public Service Commission of Wisconsin 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 plans documented as provided for in Section 3.8 of the Interconnector’s Collocation Services Handbook, 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.

In the event The Company 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 The Company’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.

Prior to the inspection tour, a “Reciprocal Non-disclosure Agreement” shall be signed by the designated Company representative and the designated agent for the Collocator, who will participate in the tour.

The Company 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. The Company’s representative will accompany and supervise the Collocator agent on the inspection tour. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.2 Space Availability Determination and Resolution

A. (cont'd)

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 The Company. The Collocator and The Company shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and The Company reports shall be concurrently served on each other and submitted to the Public Service Commission of Wisconsin no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on The Company to justify the basis for any denial of collocation requests.

B. The Company will submit to a requesting carrier a report indicating The Company's available collocation space in a particular The Company Eligible Structure upon request. 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 The Company 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

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.

The Company shall maintain a publicly available document for viewing on the Internet indicating its Eligible Structures, if any, that have no space available for physical collocation. The Company will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of physical collocation space. In addition, for central offices where Collocators are currently located or applications for collocation are pending, if space availability information is readily available to The Company, such information will be placed on the website. The Company will update the public document on the first day of each month to include all newly available information. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.2 Space Availability Determination and Resolution

B. (cont'd)
To the extent The Company has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of Collocators, any modifications in the use of the space since the last update, and should also include measures that The Company is taking to make additional space available for collocation. In order to increase the amount of space available for collocation, The Company 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 Commission. The Company shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2 under the definition of the term “Legitimately Exhausted Space”.

6.3 Relocation

When The Company 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. The Company will notify the resident Collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, The Company 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 arranging for new space. The Collocator shall be responsible 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 The Company, 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 The Company’s reasonable discretion. In addition, a Collocator’s presence in The Company central offices or adjacent space collocation structures should not prevent The Company from making a reasonable business decision regarding building expansions or additions the number of central offices required to conduct its business or their locations. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.3 Relocation (cont'd)

If The Company determines that a Collocator must relocate due to any of the above reasons, The Company 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 The Company and the Collocator, unless the parties agree to a different financial arrangement.

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, The Company 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.

6.4 Occupancy

Unless there are unusual circumstances, The Company will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after The Company completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to The Company's network or obtain access to The Company unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that The Company has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until The Company allows the Collocator to interconnect. The Company, 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. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.4 Occupancy

If the Collocator fails to do so 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 (10) business day after The Company 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 The Company or obtain access to The Company unbundled network elements by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

For purposes of this Paragraph, the Collocator’s telecommunications equipment is considered to be operational and interconnected when connected to either The Company’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 The Company’s network or to obtain access to The Company’s unbundled network elements, for the purpose of providing this service.

If the Collocator causes The Company to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay The Company the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

6.5 Cancellation Prior to Due Date

In the event that the Collocator cancels its order after The Company has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before The Company has been paid the entire amounts due under this Tariff, then in addition to other remedies that The Company might have, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. The Company shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.6 Billing

Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. The Company may change its billing date practices upon thirty (30) day’s notice to the Collocator. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.6 Billing (cont'd)

6.6.1 Billing Dispute Resolution

In the event of a bona fide dispute between a Collocator and The Company regarding any bill for anything ordered from this Tariff, Collocator shall, prior to the Bill Due Date, give written notice to The Company of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.1, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.2 of this Tariff and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.1 not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

6.6.2 Third Party Escrow Agent

Collocator shall pay all undisputed amounts to The Company when due and shall pay all Disputed Amounts when due 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:

a. The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

b. The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and

c. The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

d. In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria: (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.6 Billing (cont'd)

6.6.2 Third Party Escrow Agent (cont'd)

e. The escrow account is an interest bearing account;

All charges associated with opening and maintaining the escrow account will be borne by the Collocator; 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; All interest earned on deposits to the escrow account shall be disbursed to Collocator and The Company in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by **both Collocator and The Company** (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.6.7 of this Tariff; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.7 of this Tariff.

6.6.3 Disputed Amounts

Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this Tariff.

6.6.4 Investigation Report

Upon receipt of the notice and both forms of proof required by Section 6.6.1 of this Tariff, The Company shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.1 on or before the Bill Due Date, The Company will report the results of its investigation within 60 calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.4, the Collocator must notify The Company in writing within thirty days following receipt of the results of The Company's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.5 of this Tariff. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.6 Billing (cont'd)

6.6.5 Informal Resolution of Billing Disputes

Upon receipt by The Company of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 of this Tariff, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Tariff. 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 dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

6.6.6 Formal Resolution of Billing Disputes

If the parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.5, then either party may invoke the formal dispute resolution procedures described in this Section 6.6.6. Unless agreed by both parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.4 of this Tariff and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.4 of this Tariff.

Billing Disputes Subject to Mandatory Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this Tariff during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this Tariff will be subject to mandatory arbitration in accordance with Section 6.6.7, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this Tariff, the parties will annualize the actual number of months billed. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.6 Billing (cont'd)

6.6.6 Formal Resolution of Billing Disputes (cont'd)

Billing Disputes Subject to Elective Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this Tariff during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this Tariff will be subject to elective arbitration pursuant to Section 6.6.7 if, and only if, both parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this Tariff, the parties will annualize the actual number of months billed. If both parties do not agree to arbitration, then either party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

6.6.7 Arbitration

Disputes subject to mandatory or elective arbitration under the provisions of this Tariff will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Madison, Wisconsin, unless the parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar 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 thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have 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 Tariff. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.6 Billing (cont'd)

6.6.7 Arbitration (cont'd)

The times specified in this Section 6.6.7 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, including attorneys' fees. The parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.6.8 Cooperation Between Parties

Immediately upon resolution of any billing dispute, The Company and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

The Company shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of The Company shall be disbursed to The Company by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay The Company any difference between the amount of accrued interest The Company received from the escrow disbursement and the amount of Late Payment Charges The Company billed and is entitled to receive pursuant to Section 6.7 of this Tariff.

6.6.9 Failure to Make Payment

Failure by the Collocator to pay any charges determined to be owed to The Company within the time specified in Section 6.6.7 shall be grounds for immediate re-entry and termination of services provided under this Tariff. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.6 Billing (cont'd)

6.6.10 Billing for Caged Shared and Caged Common Collocation Arrangements

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, The Company shall bill the original collocator for space. However, The Company 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 The Company for floor space and all other applicable interconnection arrangements.

6.7 Late Payment Charge

If the Collocator fails to remit payment for any Tariff charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to The Company as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (a) the rate used to compute the Late Payment Charge in The Company's Wisconsin intrastate access services Tariff and (b) the highest rate of interest that may be charged under Wisconsin law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

6.8 Allowances for Interruptions

An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to The Company's designated contact point and ends when the physical collocation arrangement is operative and reported to the Collocator's designated contact. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of The Company.

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. (C)

6. ORDERING AND PROVISIONING (cont'd) (C)

6.8 Allowances for Interruptions

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.

When a third party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

7. USE BY OTHER LOCAL SERVICE PROVIDERS

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 The Company, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of The Company.

7.1 The Company will make shared collocation cages available to all collocators. A shared collocation cage is a caged collocation space shared by two (2) or more Collocators pursuant to the terms and conditions agreed to and between the Collocators. In making shared cage arrangements available, The Company may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where The Company receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, The Company will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.

7.1.1 The Company will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by The Company within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more Collocators have provided The Company with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. (C)

7. USE BY OTHER LOCAL SERVICE PROVIDERS (cont'd) (C)

7.1 (cont'd)

7.1.1 (cont'd)
When these criteria have been met, The Company will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, The Company will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor as approved by the Commission. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in paragraph 6.6.10.

7.2 The Company will not place unreasonable restrictions on a collocator's use of a cage, and as such will allow a collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-collocator no more than the prorated share (based upon square footage used exclusively or in common) of The Company's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with The Company utilize a shared collocation cage, The Company will permit each collocator to order UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

All collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this tariff. The terms contained in paragraph 6.4, Occupancy, preceding shall continue to apply.

8. FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

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). The Company will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to The Company that use of such cable will not impair The Company's ability to service its own customers or subsequent Collocators. (C)

8. FIBER OPTIC CABLE AND DEMARCATION POINT (cont'd) (C)

8.1 Fiber Optic Cable Entrances (cont'd)

The Company shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for The Company cable. The Company will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where The Company also has access to more than two such entry points. Where such dual points of entry are not immediately available, The Company 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 The Company 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 The Company shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both The Company and the Collocator(s) in the first twelve (12) months.

The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by The Company, and leaving sufficient length in the cable in order for The Company to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

8.2 Demarcation Point

A Point of Termination (POT) Frame is not required as the demarcation point. However, the Collocator may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in The Company-designated area within the Eligible Structure. If the Collocator elects not to provide a POT Frame, The Company will hand off the Interconnection Arrangement(s) cables to the Collocator at their equipment.

9. USE OF DEDICATED SPACE

9.1 Nature of Use

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 The Company under 47.U.S.C. 251(C)(2) or accessing The Company's 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 unbundled network elements. Such uses are limited to interconnection to The Company's network "for the transmission and routing of telephone exchange service or exchange access," or for access to The Company's unbundled network elements "for the provision of a telecommunications service." (C)

9. USE OF DEDICATED SPACE (cont'd) (C)

9.1 Nature of Use (cont'd)

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. The Company's not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.

In addition, The Company voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/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 customer premises shall be considered network terminating equipment."

The Company does not allow collocation of other Multifunctional Equipment, except that The Company will voluntarily allow collocation of RSMs solely under the following conditions: (1) the 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 RSM will not be permitted; (2) the RSM equipment must be used only for the purpose of interconnection with The Company’s network for the transmission and routing of telephone exchange service or exchange access or for access to The Company's unbundled network elements for the provision of a telecommunications service. The Company voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if The Company and Collocator mutually agree to such collocation.

For purposes of this section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Unbundled Network Elements" 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. The Company will not allow collocation of stand-alone switching equipment or any enhanced services equipment. (C)

9. USE OF DEDICATED SPACE (cont'd) (C)

9.1 Nature of Use (cont'd)

The Company voluntarily allows Collocators 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 The Company and Collocator mutually agree to such placement, in The Company's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

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"), The Company voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in The Company's Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in The Company or (2) requested by Collocator and accepted by The Company 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)). The Company’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 SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

The Company does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

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). The Company will provide the necessary backup power to ensure against power outages.

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 The Company 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. (C)

9. USE OF DEDICATED SPACE (cont'd) (C)

9.2 Equipment List

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 Paragraph 10.1 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 Tariff. 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 The Company, which consent shall not be unreasonably withheld.

9.2.1 Subsequent Requests to Place Equipment

The Collocator shall furnish The Company a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

9.2.2 Limitations

The Company's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment of facilities by a Collocator, is limited only to the extent that The Company would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other party to which it provides interconnection. The Company will ensure that the Collocator is provided collocation space at least equal in quality to that provided to The Company, its affiliates or other parties to which it provides interconnection.

9.3 Dedicated Space Use and Access

The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities necessary (as defined by the FCC) for interconnection to The Company or access to The Company's unbundled network elements. The Collocator's employees, agents and contractors shall be permitted access to their collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocators shall provide The Company 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. (C)

9. USE OF DEDICATED SPACE (cont'd) (C)

9.3 Dedicated Space Use and Access (cont'd)

The Company will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. The Company will provide Collocators with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with The Company's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2 (B.) of this Tariff).

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 The Company, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

The Company 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 The Company and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or The Company's personnel.

9.4 Threat to Personnel, Network or Facilities

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to The Company's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

9.5 Interference or Impairment

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 Tariff. (C)

9. USE OF DEDICATED SPACE (cont'd) (C)

9.6 Personal Property and Its Removal

In accordance with and subject to the conditions of this Tariff, 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 The Company standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality 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 Paragraph 9.7 following.

9.7 Alterations

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 The Company. The Company shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that The Company has the right to reject or modify any such request except as required by state or federal regulators. The cost of any The Company provided construction shall be paid by the Collocator in accordance with The Company's custom work order process.

10. STANDARDS

10.1 Minimum Standards

All types of network equipment placed in The Company network equipment areas of Eligible Structures by The Company or Collocators must meet The Company 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 The Company) 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 The Company and its contractors when engineering and installing equipment. (C)

10. STANDARDS (cont'd) (C)

10.1 Minimum Standards (cont'd)

In the event that The Company denied Collocation of Collocator's equipment, citing Safety Standards, The Company will provide within five (5) business days of Collocator's written request to The Company representative(s), a list of The Company equipment which Wisconsin Bell locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such Company equipment met or exceeded the same Safety Standards for which Collocator's equipment was denied.

In the event The Company 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 General Terms & Conditions (GTC) for this tariff. If the Parties do not resolve the dispute, The Company 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.

Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to The Company 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 Tariff. (C)

10. STANDARDS (cont'd) (C)

10.2 Revisions

Within forty-five (45) days of approval of this revised Tariff by the Wisconsin Public Services Utilities Commission, The Company shall revise its Interconnector's Collocation Services Handbook for Physical Collocation in Wisconsin and its Technical Publication(s) for Physical Collocation. Any revision to The Company's Interconnector's Collocation Services Handbook for Physical Collocation in Wisconsin or its Technical Publication(s) for Physical Collocation shall become effective and thereafter applicable under this Tariff.

10.2.1 Dispute Resolution Process for Revisions or Implementation of Technical Publications

Disputes that cannot be resolved by the parties regarding revisions to or implementation of The Company technical publications that apply to physical collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

10.3 Compliance Certification

The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Paragraph 9.2 Equipment List; Paragraph 9.2.1 Subsequent Requests to Place Equipment; or otherwise, shall be compliant with minimum safety standards set forth in Paragraph 10.1.

11. RE-ENTRY

If the Collocator shall default in performance of any Tariff provision herein, and the default shall continue for sixty (60) calendar days after receipt of The Company's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, The Company 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 Tariff will be terminated without prejudice to any other remedies The Company might have.

The Company 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 paragraph. (C)

11. RE-ENTRY (cont'd) (C)

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 Tariff. 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 paragraph, parties may seek more formal dispute resolution procedures.

12. INDEMNIFICATION OF THE COMPANY

Except as otherwise provided herein, the indemnity provisions of the Interconnection Agreement between The Company and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supersede or override the indemnification provisions contained in the interconnection agreement between The Company and Collocator. Additionally, in the event of a conflict between indemnification provisions in the interconnection agreement and the Tariff, the provisions in the interconnection agreement will control.

Collocators shall indemnify and hold harmless The Company the agents, employees, officers, directors and shareholders of any of them (“Indemnities”), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively “Liabilities”), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against The Company where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Tariff; (C)

12. INDEMNIFICATION OF THE COMPANY (cont'd) (C)

(d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Tariff or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of The Company or its employees. The provisions in this section are reciprocal and applicable also to The Company.

The Company shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep The Company and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford The Company and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

13. SERVICES AND MAINTENANCE

13.1 Operating Services

The Company 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 The Company Tariffs.

13.2 Maintenance

The Company 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.

13.3 Equipment Staging and Storage

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 for further details.) (C)

13. SERVICES AND MAINTENANCE (cont'd) (C)

13.4 Legal Requirements

Except for Paragraph 15, The Company 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.

14. The Company's RIGHT OF ACCESS

The Company, its agents, employees, and other The Company-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 The Company hereunder, and for any other purpose deemed reasonable by The Company. The Company 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 The Company equipment, facilities and/or personnel located outside of the Dedicated Space; in such case, The Company 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.

15. GENERAL

The rates and charges in this Tariff are applicable only for physical collocation arrangements in Eligible Structures as defined in Paragraph 19.2 of this Tariff. The Company 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, remote switch module related options and POT bay-related options.

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. The Company will rent parking spaces to Collocators on a first-come, first-served basis if such space is available. Collocators may not park in spaces that are reserved for The Company vehicles and which are designated as reserved. The Company shall not unreasonably reserve for its own use all parking at the Eligible Structure. (C)

15. GENERAL (cont'd) (C)

Collocators shall be allowed to have reasonable use of and access to loading docks. Collocators and The Company are required to follow all posted traffic and The Company signs and follow all applicable parking and traffic laws and ordinances.

The rates and charges in this Tariff 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.

If The Company 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, The Company 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.

Should The Company 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, and so on.

Should The Company 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), The Company shall absorb all of the costs related to such an upgrade.

The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in negotiated interconnection agreement and any applicable The Company Tariffs.

The term of the Collocation agreement shall be concurrent with the terms of the interconnection agreement unless the Collocator chooses a month-to-month term.

16. PREPARATION CHARGES

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 Section 20, Rates and Charges, following.

The Company 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 The Company for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. The Company will permit Collocators to review the contractor invoices. (C)

16. PREPARATION CHARGES (cont'd) (C)

To insure efficient use of space, The Company will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. The Company will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. The Company will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocators.

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 The Company, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with The Company, 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.

The Collocator may elect to install its own Point of Termination (POT) Frame, or request that The Company provide and install a POT Frame, to be placed in the Collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, The Company may still provide and install the required DC power panel.

17. CHARGES

17.1 Monthly Charges

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 Section 20 Rates and Charges, following, for use of the Dedicated Space.

17.2 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.

With respect to any preparation of the Dedicated Space, the Collocator shall pay The Company fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Paragraph 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed. (C)

17. CHARGES (cont'd) (C)

17.2 Nonrecurring Charges (cont'd)

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 either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments. In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

17.3 Individual Case Basis (ICB)

The Company 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 Tariff.

17.4 Outstanding Balances

All outstanding balances, including monthly recurring charges and electrical power consumption, will be included in the final bill to the Collocator.

18. REGENERATION

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 The Company’s cross-connect bay exceeds 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.

19. RATE REGULATIONS

19.1 Determination of Charges Not Established in Tariff (Custom Work Charges)

Rate Elements - In the event that The Company seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Tariff, The Company shall be required to provide the quote for the rate element within the same time frames provided for in this Tariff. When The Company provides the price quote containing rate elements or charges that are not established in this Tariff, The Company shall also provide all cost support for the proposed rate element or charge, and shall rely on the total long-run incremental cost methodology as used by the Commission in setting rates for this Tariff. (C)

19. RATE REGULATIONS (cont'd) (C)

19.1 Determination of Charges Not Established in Tariff (Custom Work Charges) (cont'd)

In the event the Collocator disputes the rate element or charge proposed by The Company that is not specifically provided for in this Tariff, the Collocator shall notify The Company of its dispute with the proposed charge in writing. In the event the dispute is not resolved within fifteen (15) days from the date of the Collocator's notification, then the Collocator may file a request for dispute resolution with the Commission. In its request, the Collocator should provide a copy of The Company's price quote, a detailed explanation of the charges in dispute, and the Collocator's proposed charges and requested relief. The Commission shall resolve the complaint. Any Commission resolution or agreement reached by the Collocator and The Company after the dispute has been filed with the Commission shall be made public.

19.2 Rate Elements

All rates and charges for the following rate elements can be found in Section 20.

A. Planning Fees

The Planning Fee, as specified in The Company's Interconnector's Collocation Services Handbook for Physical Collocation in Wisconsin, recovers The Company'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 nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 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 The Company 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 paragraph 21.1 following. (C)

19. RATE REGULATIONS (cont'd) (C)

19.2 Rate Elements (cont'd)

B. Floor Space Charges

1. Caged Collocation

The caged collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by The Company within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

The Company 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, Collocators 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., 50 square feet of cage space for a single bay) and will ensure that the first Collocator in The Company premises will not be responsible for the entire cost of site preparation and security. 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 paragraph 19.2 (c) following. The Collocator may 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.

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

If the Collocator elects to install, or requests that The Company 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 paragraph 19.21.3 following applies.

a. Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for The Company within Wisconsin:

- Construction costs
- Operating costs (C)

19. RATE REGULATIONS (cont'd) (C)

19.2 Rate Elements (cont'd)

B. Floor Space Charges (cont'd)

1. Caged Collocation (cont'd)

b. 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

c. 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

d. Safety and Security, per square foot

This charge represents reasonable costs incurred by The Company 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: (C)

19. RATE REGULATIONS (cont'd) (C)

19.2 Rate Elements (cont'd)

B. Floor Space Charges (cont'd)

1. Caged Collocation (cont'd)

d. Safety and Security, per square foot (cont'd)

- Interior Security Partition separating The Company 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

e. Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in paragraph 21.2 following.

- Grounded wire partition
- Door key Set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

f. RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries. (C)

19. RATE REGULATIONS (cont'd) (C)

19.2 Rate Elements (cont'd)

B. Floor Space Charges (cont'd)

2. Cageless Collocation

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 The Company within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

The Company will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocators 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 The Company premises will be responsible only for its 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.

a. Floor Space Charges

Consists of the following elements which are based on the average cost for The Company within Wisconsin:

- Construction costs
- Operating costs

b. 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 (C)

19. RATE REGULATIONS (cont'd) (C)

19.2 Rate Elements (cont'd)

B. Floor Space Charges (cont'd)

2. Cageless Collocation (cont'd)

b. Site Conditioning Charge (cont'd)

- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

c. 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
- Bay and aisle lights
- 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

d. Safety and Security

This charge represents reasonable costs incurred by The Company 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 The Company 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 (C)

19. RATE REGULATIONS (cont'd) (C)

19.2 Rate Elements (cont'd)

B. Floor Space Charges (cont'd)

2. Cageless Collocation (cont'd)

d. Safety and Security

- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

3. Caged Common Collocation Wisconsin

The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by The Company within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

Caged Common Collocation space will be provided where space permits when five (5), or more Collocators have provided The Company with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, The Company will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, The Company will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

The Company will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in paragraph 16.

The Company will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in The Company's premises will be responsible only for its pro rata share of the cost of site preparation and security. (C)

19. RATE REGULATIONS (cont'd) (C)

19.2 Rate Elements (cont'd)

B. Floor Space Charges (cont'd)

3. Caged Common Collocation Wisconsin (cont'd)

Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in paragraphs 22.1.

Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

a. Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for The Company within Wisconsin.

- Construction costs
- Operating costs

b. 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
- 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

c. Common Systems Materials Charge

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

- Installation and maintenance of iron work, racking, and lighting above the Common Cage. (C)

19. RATE REGULATIONS (cont'd) (C)

19.2 Rate Elements (cont'd)

B. Floor Space Charges (cont'd)

3. Caged Common Collocation Wisconsin (cont'd)

d. Safety and Security

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

- Interior Security Partition separating The Company 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

In the event The Company elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a CLEC be required to pay for both an interior security partition to separate The Company's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to CLECs equipment that is collocated under cageless option.

e. Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in paragraph 21.3.1 following. (C)

19. RATE REGULATIONS (cont'd) (C)

19.2 Rate Elements (cont'd)

B. Floor Space Charges (cont'd)

3. Caged Common Collocation Wisconsin (cont'd)

e. Cage Preparation (cont'd)

Grounded wire partition
- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

f. RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

C. DC Power Consumption

The DC Power Charge consists of use of the DC power system, with AC input and AC backup for redundant DC power expressed on a per amp basis. The cost for HVAC to support DC Power Consumption is recovered as a separate but related rate element on a per 10-amp basis. DC Transmission Energy Charge provided per 2″ mounting space consists of the AC energy to provide redundant DC power to an CEV/HUT/Cabinet arrangement expressed in a monthly rate.

D. Power Arrangement Provisioning

The Power Arrangement is the cable and the cable rack including support and fabrication material expressed as a combination of a nonrecurring and monthly rate for either 2-20 AMP, 2- 50 AMP, or 2-100 AMP feeds.

E. DC Power Panel (Maximum 50 AMP)(Optional)

This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by The Company. (C)

19. RATE REGULATIONS (cont'd) (C)

19.2 Rate Elements (cont'd)

F. DC Power Panel (Maximum 200 AMP)(Optional)

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 The Company technical support. This rate element may be provided by The Company.

G. Eligible Structure Ground Cable Arrangement, Each

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.

H. Security Cards

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 paragraph 21.8 following. The Company will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the CLEC ONLINE website. In emergency or other extenuating circumstances (but not in the normal course of business), collocators may request that the twenty-one (21) day interval be expedited, and The Company will issue the access and/or ID cards as soon as reasonably practical.

I. Standard Frame or Cabinet, Each (Optional)

The Collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by The Company or may request that The Company provide and install the bay or cabinet in the cageless space only. If the Collocator elects for The Company to provide a bay or cabinet, the rates and charges are as found in Paragraph 21.13. When, at the Collocator’s option, a bay or cabinet is placed in space designated by The Company, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and The Company facilities, previously referred to as "Point of Termination (POT) bay." (C)

19. RATE REGULATIONS (cont'd) (N)

19.2 Rate Elements (cont'd)

J. Entrance Facility Conduit to Vault, Per Cable Sheath

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between The Company designated manhole and the cable vault of the Eligible Structure.

K. Entrance Fiber Charge, Per Cable Sheath

The Entrance Fiber Charge reflects the time interval spent by The Company in pulling the Collocator’s cable facilities from The Company designated manhole, through The Company cable vault and through The Company cable support structure to the collocator's equipment.

L. Interconnection Arrangement Options

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

1. DS1 Interconnection Arrangement (DSX or DCS), Each

The Company-provided arrangement of twenty eight (28) DS1 connections per arrangement between the Collocator's optional POT Frame or equipment bay and The Company network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to The Company Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and The Company'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 paragraph 21.16(A) following.

2. DS3 Interconnection Arrangement (DSX or DCS), Each

The Company-provided arrangement of one (1) DS3 connection per arrangement between the Collocator's optional POT Frame or equipment bay and The Company network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to The Company Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and The Company'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 paragraph 21.16(B) following. (N)

19. RATE REGULATIONS (cont'd) (N)

19.2 Rate Elements (cont'd)

L. Interconnection Arrangement Options (cont'd)

3. Copper Cable Interconnection Arrangement, Each

The Company provided arrangement that provides one hundred (100) copper (non-shielded) or (shielded) connections between the Collocator's optional POT frame or equipment bay and The Company network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to The Company Main Distribution Frame.

M. Optical Circuit Arrangement

This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to The Company network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to The Company Main Distribution Frame.

N. Bits Timing (Per two circuits) (Optional)

The Company provided single signal from The Company timing source to provide synchronization between a Collocator’s single network element and The Company's equipment.

O. Timing Interconnection Arrangement (Optional)

Timing lead (1 pair) of wires provided by The Company to the Collocator’s dedicated Collocator’s physical collocation space or optional POT frame or equipment bay.

P. Collocation Availability Space Report Fee

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 The Company is undertaking to make additional space available for collocation. (N)

19. RATE REGULATIONS (cont'd) (N)

19.2 Rate Elements (cont'd)

Q. Pre-visits

General Applications

Prior to submitting an application, the prospective collocator may elect to arrange with The Company to visit an Eligible Structure for the purpose of permitting the collocator to determine if the structure meets the potential collocator's business needs and if space is available in the structure for the potential collocator's physical collocation arrangement. Prospective collocators electing to pre-visit The Company’s Eligible Structures must submit their request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both parties. Prospective collocators will not be allowed to take photographs, make copies of The Company site-specific drawings or make any notations.

For pre-visits, The Company will limit the number of The Company employees attending the pre-visit to one of The Company’s employee, unless a different number of The Company employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the collocator 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 The Company employees spend traveling and will be based on fifteen-minute increments.

R. Construction Inspections

During the construction of all forms of physical collocation space required under this tariff, Collocators 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 tariffed or agreed upon interval, collocators 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 paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time The Company employees spend traveling and will be based on fifteen (15)-minute increments. (N)

19. RATE REGULATIONS (cont'd) (N)

19.2 Rate Elements (cont'd)

S. Adjacent On-Site Structure Arrangements

1. Adjacent On-Site Structure Arrangements

If a Collocator elects to provide an adjacent On-site structure as described in paragraph 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside The Company Eligible Structure, The Company will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator’s Adjacent On-Site Structure Arrangement request. Rates and charges are found in Paragraph 20.20 following. In addition, should the Collocator elect to have The Company provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

2. Adjacent On-Site Planning Fee

An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator’s Adjacent on-site structure and the ILEC on an Adjacent On-site initial or subsequent 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.

T. Adjacent Off-Site Arrangement

1. Adjacent Off-Site Structure Arrangements

If the collocator elects to provide an adjacent off-site structure as defined in paragraph 2.0. of this tariff and as described in paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside The Company Eligible Structure and Collocator's Adjacent On-Site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, The Company 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 The Company'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 as found in paragraph 20(S). (N)

19. RATE REGULATIONS (cont'd) (N)

19.2 Rate Elements (cont'd)

T. Adjacent Off-Site Arrangement (cont'd)

2. Planning Fee Adjacent Off-site Arrangement

Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent off-site structure and the ILEC on Adjacent Off-site initial or subsequent 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 paragraph 20(T) following.

U. Conduit Space for Adjacent Off-site Arrangement

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between The Company designated manhole and the cable vault of the eligible structure. Rates and charges are as found in paragraph 20(U) following.

V. Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

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.

W. Miscellaneous Charges (Optional)

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

X. Collocation to Collocation Connection

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

1. Fiber Cable (12 Fibers)

This rate element provides for direct cabling using fiber cable (12 fibers) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate. (N)

19. RATE REGULATIONS (cont'd) (N)

19.2 Rate Elements (cont'd)

X. Collocation to Collocation Connection (cont'd)

2. Copper Cable (28 DS1s)

This rate element provides 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.

3. Coax Cable (1 DS3)

This rate element provides 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.

4. Cable Racking and Hole

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

5. Route Design

This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a nonrecurring charge. (N)

20. RATES AND CHARGES (N)

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
A. Planning Fees		
1. Caged Collocation		
- Planning – Central Office (per SF used by CLEC)	$0.09	$ 7.55
- Initial	None	5,244.43
- Subsequent - Inter. Cabling	None	2,267.04
- Subsequent - Power Cabling	None	2,306.10
- Subsequent - Inter./Power Cabling	None	2,884.60
2. Cageless Collocation		
Planning – Central Office (per frame used by CLEC)	1.13	75.54
- Initial	None	4,601.93
- Subsequent - Inter. Cabling	None	2,267.04
- Subsequent - Power Cabling	None	2,306.10
- Subsequent - Inter./Power Cabling	None	2,884.60
3. Cage Common Collocation		
Planning – Central Office		
- Per Linear Foot	0.44	29.24
- Initial Per Request	None	4,601.93
- Subsequent Inter. Cabling Only Per Request	None	2,267.04
- Subsequent Power Cabling Only Per Request	None	2,306.10
- Subsequent Inter/Power Cabling Per Request	None	2,884.60
4. Non-standard Planning Fee		
Caged, Cageless, and Caged Common Per Request	None	1,436.00
5. CEVs, Huts, Cabinets		
Planning -Standard	None	631.17
B. Floor Space Charges		
1. Caged Collocation		
a. Floor Space Charges (per square foot)	5.97	None
b. Site Conditioning Space Charge (per square foot)	00.00	9.28 (N)

20. RATES AND CHARGES (cont'd) (N)

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
B. Floor Space Charges (cont'd)		
1. Caged Collocation (cont'd)		
c. Cage Common Systems Material Charge (per square foot)	$ 00.44	$ 59.86
d. Safety and Security (per square foot)	00.00	19.56
e. -Cage Preparation (Per square foot)	00.27	19.70
f. – RSM Option		
Additional Dedicated HVAC Charge	None	3,100.00
Dedicated Power Plant Floor Space Charge	394.00	None
Augments are same as above per square foot		
2. Cageless Collocation		
a. Floor Space Charges Per frame	64.21	00.00
b. Site Conditioning Space Charge	00.00	92.81
c. Cageless Common Systems Material Charge Per frame	9.35	760.45
d. Safety and Security Per frame	00.00	195.57
3. Caged Common Collocation		
a. -Floor Space Charges Caged Common per linear foot of rack space	24.87	None
b. -Site Conditioning Per Bay	None	92.81
c. -Common Systems Materials Charge Per Linear Foot of Rack Space	3.62	294.37
d. -Safety & Security, Caged Common per Frame	None	195.57

(N)

20. RATES AND CHARGES (cont'd) (N)

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
B. Floor Space Charges (cont'd)		
3. Caged Common Collocation (cont'd)		
e. -Cage Preparation Charge Per Linear Foot of Rack Space	$ 1.00	$157.00
f. -RSM Option Additional Dedicated HVAC Charge	None	3,100.00
Dedicated Power Plant Floor Space Charge	394.00	None
C. DC Power Consumption		
1. (Caged, Cageless, and Caged Common Arrangements)		
- Per AMP	10.61	None
- HVAC (Per 10 Amps)	14.62	None
2. Adjacent On-site Arrangements		
DC Power, Standard Power Consumption Arrangements (Adjacent On-site)		
- Per AMP	10.61	None
3. CEV, Hut, and Cabinet		
DC Power Consumption, (CEV, Hut, and Cabinet)		
- Per 2" Mounting Space	1.27	None
D. Power Arrangement Provisioning		
1. (Caged, Caged Common) Collocation		
- 2-20 Amp Power Feeds	7.74	1,570.84
- 2-50 Amp Power Feeds	9.57	1,954.85
- 2-100 Amp Power Feeds	11.39	2,344.44

(N)

20. RATES AND CHARGES (cont'd) (N)

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
D. Power Arrangement Provisioning (cont'd)		
2. (Cageless) Collocation		
- 2-20 Amp Power Feeds	$ 7.74	2,262.52
- 2-50 Amp Power Feeds	9.57	2,749.10
- 2-100 Amp Power Feeds	11.39	3,236.32
3. (Adjacent On-site Collocation) Power Delivery Provisioning Charge		
- 2-100 Amp Power Feeds	13.84	7,853.86
- 2-200 Amp Power Feeds	13.84	14,584.00
- 2-300 Amp Power Feeds	13.84	20,338.00
- 2-400 Amp Power Feeds	13.84	28,143.00
For Augments the Power Delivery Charge Same As Above.		
E. DC Power Panel (Max. 50 Amp) (Optional)	15.77	3,079.47
F. DC Power Panel (Max. 200 Amp) (Optional)	18.75	3,659.46
G. Eligible Structure Ground Cable Arrangement		
Per square foot(Caged)	00.03	0.92
Per frame (For Cageless)	00.33	15.32
per linear foot (For Caged Common)	0.13	5.93
H. Security Cards		
Access Cards, per 5 cards, new & replacement	00.00	123.35
Expedite Request per 5 cards, new & replacement	00.00	203.35
I. Optional Standard Frame or Cabinet, each		
Standard Bay	8.89	721.28
cabinet/Large Bay	17.78	3,470.81
J. Entrance Facility Conduit to vault (per cable sheath)	8.76	00.00

(N)

20. RATES AND CHARGES (cont'd) (N)

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
K. Entrance Fiber Charge, (per cable sheath)		
1. Caged, Cageless, and Caged Common Collocation	$ 4.85	$1,619.88
2. Adjacent On-Site Collocation		
a. Fiber Cable Placement per cable sheath	2.13	976.96
b. Entrance Fiber Racking per fiber cable sheath	1.55	None
3. CEV HUT and Cabinet		
a. Fiber Cable Placement per sheath	00.00	53.58
b. Entrance Conduit per sheath	2.61	None
L. Interconnection Arrangement Options (ILEC to CLEC)		
1. DS1 Arrangements		
a. (Caged, Cageless, Caged Common) – DS1 Arrangement (28 DS1s) – DCS Company provides cabling and terminations	297.44	3,613.06
b. Adjacent On-site Collocation – DS1 Arrangement (28 DS1s) – DCS Company provides cabling and terminations	439.98	2,341.45
c. Adjacent Off-site Collocation - DS1 Arrangement (28 DS1s) - DCS - Company provides cabling and terminations	439.96	1,830.99
d. (Caged, Cageless, Caged Common) – DS1 Arrangement (28 DS1s) – DSX Company provides cabling and terminations	9.79	1,346.48
e. Adjacent On-site Collocation – 1. DS1 Arrangement (28 DS1s) – DSX Company provides cabling and terminations	35.04	2,341.45 (N)

20. RATES AND CHARGES (cont'd) (N)

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
L. Interconnection Arrangement Options (ILEC to CLEC) (cont'd)		
1. DS1 Arrangements (cont'd)		
f. Adjacent Off-site Collocation - DS1 Arrangement (28 DS1s) - DSX - Company provides cabling and terminations	$ 35.03	$1,830.99
g. Adjacent Off-site Collocation - DS1 Arrangement (450 DS1s) - MDF - Connection to MDF - The Company places and terminates cable	311.43	485.31
2. DS3 Arrangements		
a. Caged, Cageless, Caged Common – DS3 Arrangement (1 DS3) – DCS Company provides cabling and terminations	115.58	2,181.58
b. Adjacent On-site Collocation – 1. DS3 Arrangement (1 DS3) – DCS Company provides cable and terminations	242.36	598.33
c. Caged, Cageless, Caged Common – DS3 Arrangement (1 DS3) – DSX Company provides cable and terminations	7.14	603.89
d. Adjacent On-site Collocation – 1. DS3 Arrangement (1 DS3) – DSX Company provides cable	12.36	598.33
3. Copper Cable Interconnection, Non-Shield and Shielded Cable Arrangement (100 pairs)		
a. Caged, Cageless, and Caged Common Collocation, Company provides cabling and terminations	4.92	1,027.16 (N)

20. RATES AND CHARGES (cont'd) (N)

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
L. Interconnection Arrangement Options (ILEC to CLEC) (cont'd)		
3. Copper Cable Interconnection, Non-Shield and Shielded Cable Arrangement (100 pairs) (cont'd)		
b Adjacent On-Site Collocation, Company provides cabling and terminations	$ 6.19	$1,371.93
c. Adjacent Off-site (900 Pairs) Company places and terminates cable	311.43	485.31
M. Optical Circuit Arrangement (12 Fibers),		
1. Caged, Cageless, Caged Common Collocation	6.55	1,779.78
2. Adjacent On-Site Collocation Company provides cables and terminates	8.25	3,751.22
3. Adjacent Off-site Collocation) Company places and terminates cable	9.02	3,370.20
N. Bits Timing (Optional) - per two circuits	3.58	698.82
O. Timing Interconnection Arrangement - (2 Timing Leads per Linear ft.)	00.08	14.81
P. Collocation Space Availability Report Charge - Report Fee, per Report and per Eligible Structure Requested	None	168.04
Q. Pre-visits		
- Collocation Ser. Mgr. - 2nd Level per 15 minute	None	23.23
- Comm. Tech – Craft per 15 minutes	None	19.60

(N)

20. RATES AND CHARGES (cont'd) (N)

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
Q. Pre-visits (cont'd)		
- CO Manager - 1st Level per 15 minutes	None	$ 19.72
- Floor Space Planning – 1st Level per 15 minutes	None	19.24
R. Construction Inspections		
- Project Manager - 1st Level per 15 minutes	None	19.24
- Collocation Ser. Mgr. – 2nd Level per 15 minutes	None	23.23
S. Adjacent On-Site Structure		
1. - Planning Fees	None	9,268.73
- Initial (per request)	None	1,606.77
- Subsequent		
2. - Land Rental, per square foot	00.44	None
3. - Extension of 100 AMP AC Service from C.O. Switchboard (optional)	None	6,447.00
4. - AC Usage, per KWh	00.05	None
5. - Cable Rack		
- DC Power Cable Rack	13.64	2,667.22
- Fiber Cable Rack	20.63	None
- Interconnection Arrangements (Copper) Racking	30.63	None
6. - Conduit Placement		
- DC Power Conduit (Per 2-Ducts)	None	7,386.71
- Fiber Conduit (Per 1-Duct)	None	4,711.89
- Interconnection Arrangements Conduit (Per 2-Duct)	None	5,545.50
T. Adjacent Off-Site Arrangement		
- Planning Fee	None	1,254.32
U. Conduit Space Adjacent Off-Site Arrangement		
- Per Innerduct	1.17	None (N)

20. RATES AND CHARGES (cont'd) (N)

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
V. Rack Mounting Plate (CEV, Hut, or Cabinet)		
1. Space in cabinets (2″ Mounting Space)		
- Large cabinet size	$1.63	None
- Medium cabinet size	2.19	None
- Small cabinet size	3.29	None
2.In Huts		
- Maxihut	0.77	None
- Minihuts	1.33	None
3. In CEVs		
- 24 foot	1.64	None
- 16 foot	1.77	None
W. Miscellaneous Collocation Charges (Optional)		
Standard Equipment Bay	8.89	$ 721.28
Non-Standard Cabinet Bay	17.78	3,470.81
VF/DSO Termination Panel/module	3.10	605.64
DDP-1 Panel/Jack Access Card	8.08	1,576.65
DS3/STS-1 Interconnect Panel	2.38	465.47
DS3 Interconnect Module	0.45	87.35
Fiber Optic Splitter Panel	1.52	297.00
Fiber Termination Dual Module	1.37	267.88
Collocation to Collocation Connection Physical to Physical		
1. Fiber Cable (12 Fibers)		
- The Company Provides Cable and Installs	1.38	1,404.07
2. Copper Cable (28 DS1s)		
- The Company Provides Cable and Installs	1.41	982.35
3. Coax Cable (1 DS3)		
- The Company Provides Cable and Installs	1.30	433.86

(N)

20. RATES AND CHARGES (cont'd) (N)

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
Collocation to Collocation Connection Physical to Physical (cont'd)		
4. Cable Racking and Hole		
- For Optical (Per Cable)	$00.82	$ 00.00
- DS1 (Per Cable)	00.57	00.00
- DS3 (Per Cable)	00.50	00.00
5. Route Design		
- Per Request	None	424.88
Physical to Virtual	Same as Cageless to Cageless	

(N)

21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (N)

When the Collocator selects the option to provide, install, and terminate their interconnection and power cabling with The Company Approved Vendor, the following paragraphs will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding sections of this same tariff that still apply for CDOW for rate elements that are not specifically addressed within Sections 22 and 23 following.

21.1 The Collocator has the option to provide, install and terminate their interconnection cabling between the Collocator's Dedicated Space and The Company Main Distribution Frame or its equivalent by The Company 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 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 21.2 below. If Collocator selects this option, The Company will install and stencil termination blocks or panels at The Company 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 in Section 21.3 (A-G). The Collocator's The Company Approved Vendor must obtain an approved Method Procedures (MOP) from The Company and follow The Company's Technical Publication TP 76300MP for installation of equipment and facilities;

21.2 The Collocator has the option to provide, install, and terminate their power cable leads between Collocator's Dedicated Space and The Company's Battery Distribution Fuse Bay (BDFB) by The Company Approved Power Installation Vendor. When The Company designated power termination point is at the Power Plant Primary Distribution, the Collocator's The Company Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact The Company Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to The Company Power Plant Primary Distribution, which will be performed by The Company. 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 21.1 above. (N)

21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

21.2 (cont'd)

Intervals and provisioning for this option are found in Section 21.3 (A-G). The Collocator's The Company Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from The Company and follow The Company's Technical Publication TP 76300MP for installation of equipment and facilities.

21.3 Interval (Collocator Installs Interconnection and Power Cabling)

A. The intervals set forth in this section 21.3 apply only when Collocator installs interconnection and power cabling. The Company will notify Collocator as to whether its request for space is been 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 The Company determines that Collocator's Physical Collocation Application is unacceptable, The Company shall advise Collocator of any deficiencies within this ten (10) calendar day period. The Company 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, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

B. The delivery interval relates to the period in which The Company shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date The Company receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide The Company, 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 50% payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as The Company has received such response and payment. If the Collocator has not provided The Company such response and payment by the twelfth (12) calendar day after the date The Company notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until The Company's receipt of the confirmatory response in writing from the Collocator with applicable fees. (N)

21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

21.3 Interval (Collocator Installs Interconnection and Power Cabling) (cont'd)

C. The delivery interval for Caged or Cageless Physical Collocation is determined by The Company 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.

The delivery interval assigned will be provided to the Collocator by The Company with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by The Company 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

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. All Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by The Company 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 Caged and Cageless collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by The Company. (N)

21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

21.3 Interval (Collocator Installs Interconnection and Power Cabling) (cont'd)

C. (cont'd)

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 The Company will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

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.

D. The second fifty percent (50%) payment must be received by The Company 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 The Company.

E. For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:

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

This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

The delivery interval for the above Augments is determined by The Company 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. (N)

21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

21.3 Interval (Collocator Installs Interconnection and Power Cabling) (cont'd)

E. (cont'd)

The delivery interval assigned will be provided to the Collocator by The Company with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by The Company 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

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 application 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 The Company 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. (N)

21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

21.3 Interval (Collocator Installs Interconnection and Power Cabling) (cont'd)

F. For all Augments other than provided above, The Company will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

G. Within twenty (20) calendar days or mutually agreed upon time, from The Company's receipt of the confirmatory response in writing to continue construction on the Physical 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.

21.4 Rates Elements for The Company Central Offices

A. Caged Collocation

When a collocator constructs its own cage and related equipment, the collocator will be subject to the AC Circuit Placement charge, which includes 4″ conduit and wiring from the electrical panel to cage as set forth in paragraph 22 (A) following. This is expressed as a non-recurring charge per sq. ft. of floor space requested.

B. Power Arrangement

When the Collocator selects the option to provide and install their power cable by The Company Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to The Company Battery Distribution Fuse Bay or Power Plant Primary Distribution, but The Company 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 CLECs The Company Approved Vendor. This is expressed as a monthly rate as specified in 22 (B).

C. When the Collocator options to pull the Collocator's provided fire retardant entrance fiber optic cable under The Company observation, through The Company cable vault to the Collocator's equipment with The Company approved vendor, only the construction and route design charge will apply. The Collocator will not be permitted access to the cable vault, but The Company approved vendor will have access. Rates and charges are as found in paragraph 22 (C) following. (N)

21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

21.4 Rates Elements for The Company Central Offices (cont'd)

D. Voice Grade Interconnection

When the Collocator selects the option to provide and install their interconnection cabling by an The Company approved 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 The Company approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (D).

E. DS-1 Interconnection Arrangement to DCS

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved 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 The Company approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (E).

F. DS-1 Interconnection Arrangement to DSX

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved 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 The Company approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (F).

G. DS-3 Interconnection Arrangement to DCS

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved 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 The Company approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (G). (N)

21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

21.4 Rates Elements for The Company Central Offices (cont'd)

H. DS-3 Interconnection Arrangement to DSX

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved 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 The Company approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (H).

I. Fiber Interconnection Arrangement

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved 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 The Company approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (I).

J. Collocation to Collocation Connection

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

1. Fiber Cable

When the Collocator selects the option to provide and install the interconnection cabling by The Company 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 in 22 (J) (1).

2. Copper Cable

When the Collocator selects the option to provide and install the interconnection cabling by The Company 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 in 22 (J) (2).

3. Coax Cable

When the Collocator selects the option to provide and install the interconnection cabling by The Company 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 in 22 (J) (3). (N)

21. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

21.4 Rates Elements for The Company Central Offices (cont'd)

J. Collocation to Collocation Connection (cont'd)

4. Cable Racking and Hole

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 in 22 (J)(4).

5. Route Design

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 22 (J) (5).

22. CENTRAL OFFICES

22.1 Rates and Charges for CLECs Doing Own Work

The rate elements below represent the charges associated with CLEC's providing, installing, and terminating their interconnection and power cabling, as well as placing entrance fiber by The Company Approved Vendor. When the Collocator selects the option to build their own cage by The Company Approved Vendor, the AC Circuit Placement Charge in 22.1 (A) will apply. However, the rates and charges within CDOW are not comprehensive. There are rates and charges from the preceding sections of this same tariff that still apply for CDOW for rate elements that are not specifically addressed within Section 22 following.

	Rate Per Month	Nonrecurring Charge
Caged Collocation		
A. AC Circuit Placement Charge (CLEC Approved Vendor installs Cage) (Per square foot of floor space requested)	$0.00	$ 5.29
B. Power Arrangement Provisioning		
Caged, Cageless, and Caged Common (CLEC Approved Vendor provides and installs)		
2-20 AMP Power Feeds	.25	48.23
2-50 AMP Power Feeds	.25	48.23
2-100 AMP Power Feeds	.25	48.23

(N)

22. CENTRAL OFFICES (cont'd) (N)

22.1 Rates and Charges for CLECs Doing Own Work (cont'd)

	Rate Per Month	Nonrecurring Charge
Caged Collocation (cont'd)		
B. (cont'd) (Adjacent On-site Collocation) Extension of Power Cables Power Delivery Provisioning Charge (CLEC Approved Vendor provides and installs)	$0.00	$ 0.00
- 2-100 Amp Power Feeds	0.00	0.00
- 2-200 Amp Power Feeds	0.00	0.00
- 2-300 Amp Power Feeds	0.00	0.00
- 2-400 Amp Power Feeds	0.00	0.00
C. Entrance Fiber Charge, per cable sheath		
Caged, Cageless, and Caged Common (CLEC Approved Vendor places)		
- CLEC places Entrance Fiber	4.85	809.13
Adjacent On-site(CLEC Approved Vendor places)		
- Fiber Cable Placement per fiber cable sheath	2.13	488.48
- per Rack/Conduit Duct	1.55	None
D. Voice Grade Interconnection (Collocator provides and installs)		
Caged, Cageless, and Caged Common Arrangement (Non-Shielded and Shielded) (Per 100 Pairs)	3.86	156.02
Adjacent On-site Collocation Arrangement (Non-Shielded and Shielded) (Per 100 Pairs)	3.86	156.02
Adjacent Off-site (Per 900 Pairs)	311.43	None

(N)

22. CENTRAL OFFICES (cont'd) (N)

22.1 Rates and Charges for CLECs Doing Own Work (cont'd)

	Rate Per Month	Nonrecurring Charge
Caged Collocation (cont'd)		
E. DS1 Interconnection (Collocator provides and installs cabling)		
Caged, Cageless, and Caged Common Arrangement to DCS (Per 28 DS1s)	$295.42	$3,105.79
Adjacent On-site Collocation Arrangement to DCS (Per 28 DS1s)	295.42	3,105.79
Adjacent Off-site Collocation Arrangement to DCS (Per 28 DS1s)	439.96	None
F. DS1 Interconnection (Collocator provides and installs cabling)		
Caged, Cageless, and Caged Common Arrangement to DSX (Per 28 DS1s)		
Adjacent On-site Collocation Arrangement to DSX (Per 28 DS1s)	6.07	486.89
Adjacent Off-site Collocation Arrangement to DSX (Per 28 DS1s)	35.03	None
DS1 Arrangement (450 DS1s) - MDF - Connection to MDF	311.43	None
G. DS3 Interconnection (Collocator provides and installs cabling)		
Caged, Cageless, and Caged Common Arrangement to DCS(Per DS3)	115.30	1,809.40
Adjacent On-site Collocation Arrangement to DCS(Per DS3)	115.30	1,809.40 (N)

22. CENTRAL OFFICES (cont'd) (N)

22.1 Rates and Charges for CLECs Doing Own Work (cont'd)

	Rate Per Month	Nonrecurring Charge
Caged Collocation (cont'd)		
H. DS3 Interconnection (Collocator provides and installs cabling)		
Caged, Cageless, and Caged Common Arrangement to DSX (Per DS3)	$ 5.69	$116.67
Adjacent On-site Collocation Arrangement to DSX (Per DS3)	5.69	116.67
I. Fiber Interconnection (Collocator provides and installs cabling)		
Caged, Cageless, and Caged Common Arrangement (12 Fibers)	3.76	495.49
Adjacent On-site Collocation Arrangement (Per 12 Fiber)	3.76	495.49
Adjacent Off-site Collocation Arrangement (Per 12 Fiber)	9.02	None
J. Collocation to Collocation Connection		
1. Fiber Cable (12 Fibers) - CLEC Provides Cable and Installs	.31	None
2. Copper Cable (28 DS1s) - CLEC Provides Cable and Installs	.18	None
3. Coax Cable (1 DS3) - CLEC Provides Cable and Installs	.12	None
4. Cable Racking and Hole		
For Optical (Per Cable)	.82	None
DS1 (Per Cable)	.57	None
DS3 (Per Cable)	.50	None
5. Route Design	None	424.88

(N)

23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (N)

This Section of the Access Service Tariff provides for Virtual Collocation for the purpose of interconnecting to The Company 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 The Company's Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.

Upon request from a Collocator, The Company will provide one of the following maintenance alternates for its virtual collocation offering:

1. In all of The Company's premises, The Company will offer virtual collocation wherein The Companymaintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Paragraphs 24 through 36 of this Tariff section.

2. In CEVs, 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 Paragraph 37 following and consistent with the rates, terms and conditions as provided for throughout this entire tariff section. The Company 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 Paragraph 37, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that THE UTILTIY may not require a security escort paid for by the Collocator, then this virtual collocation maintenance alternative as described in this Paragraph and in Paragraph 37 is null and void and all virtual collocation will be maintained as described in Paragraph 1. above.

Virtual Collocation in the Central Office is available for interconnection with The Company for the transmission and routing of telephone exchange service and exchange access as well as The Company-provided UNEs. Virtual Collocation in CEVs, Huts and Cabinets is available for interconnection with The Company-provided UNEs.

Rates for the individual UNEs the Collocator wants to gain access to for virtual collocation purposes can be found in the individual Collocator's Interconnection Agreement with The Company.

A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to The Company within The Company's Central Offices is contained in 19.36.1. (Rate Elements for The Company Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to The Company within The Company's CEVs, Huts and Cabinets is contained in 19.36.2 (Rate Elements for The Company CEVs, Huts and Cabinets). (N)

23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (cont'd) (N)

23.1 Virtual Collocation for Interconnection to The Company for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with The Company-Provided UNEs when the Equipment is Provided by the Collocator.

Virtual Collocation provides for interconnection between The Company and the facilities of a virtual Collocator and is available for the transmission and routing of telephone exchange service and exchange access in The Company Central Offices and for interconnection with The Company-provided UNEs in The Company Central Offices and CEVs, Huts and Cabinets.

Virtual Collocation is available at The Company wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4 and in The Company CEVs, Huts and Cabinets. Upon request, The Company will provide a listing of locations of The Company's CEVs, Huts or Cabinets.

The rate elements provided in this tariff section are required when Collocators use virtual collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Collocator/The Company Interconnection Agreement. Unbundled network elements including associated cross connects are obtained from the Interconnection Agreement between the Collocator and The Company. Crossconnects associated with UNEs establish the circuit between the virtually collocated equipment and these cross connects are the point at which services provided and purchased from The Company/Collocator Interconnection Agreement begin. Virtually collocated equipment is available as follows:

A. A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in (B) below and the equipment conforming to industry safety standards as described in The Company's Technical Publication.

B. 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 The Company under 47.U.S.C. 251(C) (2) or accessing The Company's 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 unbundled network elements. Such uses are limited to interconnection to The Company's network "for the transmission and routing of telephone exchange service or exchange access," or for access to The Company's unbundled network elements "for the provision of a telecommunications service." (N)

23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (cont'd) (N)

23.1 Virtual Collocation for Interconnection to The Company for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with The Company-Provided UNEs when the Equipment is Provided by the Collocator. (cont'd)

B. (cont'd)

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. The Company is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.

In addition, The Company voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/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 customer premises shall be considered network terminating equipment."

The Company does not allow collocation of other Multifunctional Equipment, except that The Company will voluntarily allow collocation of RSMs solely under the following conditions: (1) the 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 RSM will not be permitted; (2) the RSM equipment must be used only for the purpose of interconnection with The Company's network for the transmission and routing of telephone exchange service or exchange access or for access to The Company's unbundled network elements for the provision of a telecommunications service. The Companyvoluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if The Company and Collocator mutually agree to such collocation. (N)

23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (cont'd) (N)

23.1 Virtual Collocation for Interconnection to The Company for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with The Company-Provided UNEs when the Equipment is Provided by the Collocator. (cont'd)

B. (cont'd)

For purposes of this section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Unbundled Network Elements" 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. The Company will not allow collocation of stand-alone switching equipment or any enhanced services equipment.

The Company voluntarily allows Collocators 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 The Company and Collocator mutually agree to such placement, in The Company's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

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"), The Company voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an The Company Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in The Company or (2) requested by Collocator and accepted by The Company 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)). The Company'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 SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers. (N)

23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (cont'd) (N)

23.1 Virtual Collocation for Interconnection to The Company for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with The Company-Provided UNEs when the Equipment is Provided by the Collocator. (cont'd)

B. (cont'd)

All types of network equipment placed in The Company network equipment areas of Eligible Structures by The Company or Collocators must meet The Company 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 The Company) 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 The Company and its contractors when engineering and installing equipment.

In the event that The Company denied Collocation of Collocator's equipment, citing Safety Standards, The Company will provide within five (5) business days of Collocator's written request to The Company representative(s), a list of The Company 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 The Company equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.

In the event The Company 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 already improperly was collocated. If the Parties do not resolve the dispute, The Company 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. (N)

23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (cont'd) (N)

23.1 Virtual Collocation for Interconnection to The Company for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with The Company-Provided UNEs when the Equipment is Provided by the Collocator. (cont'd)

B. (cont'd)

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to The Company'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 Tariff.

C. 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 Tariff. If The Company chooses to have its personnel present when the CLEC equipment is installed, then The Company's presence will be at its own expense. However, if The Company demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this tariff, the CLEC is responsible for the quantifiable expense incurred by The Company.

23.2 Federal Telecommunications Act of 1996

The Company provides virtual collocation for interconnection to The Company 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 The Company's unbundled network elements pursuant to 47 U.S.C. §251(c)(3). (N)

23. GENERAL DESCRIPTION - VIRTUAL COLLOCATION (cont'd) (N)

23.2 Federal Telecommunications Act of 1996 (cont'd)

The use of virtual collocation for (1) interconnection to The Company or (2) access to The Company's unbundled network elements, in either case pursuant to 47 U.S.C. §251(c), is available at The Company wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4, and in The Company CEVs, Huts and Cabinets.

In addition, the following terms and conditions contained in the Wisconsin Bell Telephone Company's Physical Collocation Tariff shall apply to virtual collocation arrangements provided under this Tariff, and are incorporated herein by reference: Section 2-Definitions, Section3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Paragraph 5.1- Certification, Paragraph 5.5-Hazardous Waste & Materials, Paragraph 5.6-Safety, Paragraph 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Paragraph 6.7- Late Payment Charge, Paragraph 6.8- Allowance for Interruptions, Paragraph 9.4-Threat to Personnel, Network, or Facilities, Paragraph 9.5-Interference or Impairment, Paragraph .9.7-Alterations, Paragraph 11-Re-entry.

24. DEFINITIONS

See Definitions Section 2, preceding.

25. PROVISIONING

Virtual collocation for Interconnection to The Company or access to The Company-provided UNEs is ordered as set forth in The Company's Interconnector's Collocation Services Handbook for Virtual Collocation in Wisconsin. The Company 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 Collocators.

The Company 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.

26. COLLOCATOR RESPONSIBILITIES

The customer will provide, under this section of the tariff, at its expense, all facilities and equipment required to facilitate interconnection and access to The Company's UNEs. The customer will, at its expense, provide the following:

- All plug-ins and/or circuit packs (working, spare, and replacements), (N)

26. COLLOCATOR RESPONSIBILITIES (N)

- All unique tools and test equipment,

- Any ancillary equipment and cabling used for remote monitoring and control,

- Any technical publications and updates associated with all Collocator-owned and provided equipment,

- All training as described in Section 36.1(P),

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 The Company property. Suitable replacements are to be immediately provided to The Company to restore equipment.

The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to The Company central office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

27. COOPERATIVE RESPONSIBILITIES

The Company will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

- Placement of Collocator’s fiber into the central office vault,

- Location and completion of all splicing,

- Completion of installation of equipment and facilities,

- Removal of above facilities and equipment,

- To the extent known, the Collocator can provide forecasted information to The Company on anticipated additional Virtual Collocation requirements,

- To the extent known, the Collocator is encouraged to provide The Company with a listing of the equipment types that they plan to virtually collocate in The Company’s central offices or CEVs, Huts and Cabinets. This cooperative effort will insure that The Company personnel are properly trained on Collocator equipment. (N)

28. INTERVALS AND PROVISIONING (N)

28.1 Quote Intervals

Upon receipt of the Collocator's application and initial Planning Fee payment, The Company will begin development of the quotation. The Company 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.

In responding to an application request, The Company shall provide the quotation of the applicable nonrecurring and recurring tariff 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.

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

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.

A Collocator may obtain a shorter quote interval by scheduling a meeting with The Company at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.

Once The Company has completed its review of the virtual collocation application form inquiry, the entire completed quote package will be forwarded to the potential interconnector in writing with a cover letter. The interconnector has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty (50%) of all the applicable nonrecurring charges. (N)

28. INTERVALS AND PROVISIONING (cont'd) (N)

28.1 Quote Intervals (cont'd)

If the interconnector fails to respond within the forty-five (45) calendar day interval, should the interconnector decide at a later time to proceed with virtual collocation, a new application and Planning Fee will be required.

28.2 Implementation Intervals

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, The Company 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.

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.

When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Type	Description	Interval	Exception
Virtual	Active Collocation space	90 calendar days	With The Company installation of bay/sracks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bay/sracks/frames

Table 2-1

Where space is not suitable for central office equipment (e.g., it is not Active collocation space), The Company shall have an additional thirty (30) calendar days to prepare the space. Virtual collocation space is not reserved until the quotation is accepted. (N)

28. INTERVALS AND PROVISIONING (cont'd) (N)

28.2 Implementation Intervals

When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, The Company 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. The Company 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 The Company will be installing all or some of the bays. The Company considers power to be available if sufficient power plant capacity exists, the BDFB (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or BDFB exists.

If a completion date outside the time period required herein is not agreed to by the parties, the issue may be presented by either party to the Public Service Commission of Wisconsin for determination.

28.3 Installation of Virtual Collocation Equipment

The Company 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.

The Company 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.

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.

The Collocator and The Company 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, The Company will cooperatively test the collocated equipment and facilities with the Collocator. (N)

28. INTERVALS AND PROVISIONING (cont'd) (N)

28.3 Installation of Virtual Collocation Equipment (cont'd)

The Company will provide TIRKS and/or SWITCH print out of actual point of termination/connection facilities assignment (APOT/CFA) to the CLECs 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.

28.4 Revisions

All Revisions to an initial request for a virtual collocation arrangement submitted by the Collocator must be in writing via a new application form.

Major Revisions:

Major revisions include:

- adding telecommunications equipment that requires additional electrical power
- accelerating the project schedule
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

If the revision is major, a new interval for the virtual collocation arrangement will be established which shall not exceed two months.

Minor Revisions

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

However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

This list is not all-inclusive. Any revisions to the Collocators application not specified above must be reviewed by The Company to determine whether the revision is major or minor. (N)

28. INTERVALS AND PROVISIONING (cont'd) (N)

28.5 Augments

In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to The Company 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.

The Company will work cooperatively with Collocators to negotiate mutually agreeable implementation intervals for augments.

29. EQUIPMENT PROVISIONING

The Collocator will arrange to deliver to The Company 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.

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.

The Company does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

30. REPAIR OF EQUIPMENT

Except in emergency situations, the Collocator-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of the customer. In an emergency, The Company may perform necessary repairs without prior notification. The labor rates specified in Section 36.3(Q) apply to The Company central offices and The Company CEVs, Huts and Cabinets and are applicable for all repairs performed by The Company on the Collocator's facilities and equipment.

When initiating repair requests on Collocator owned equipment, the Collocator must provide The Company with the location and identification of the equipment and a detailed description of the trouble.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, The Company will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment. (N)

31. MAINTENANCE OF EQUIPMENT (N)

The Collocator will request any and all maintenance by The Company on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide The Company with the location and identification of the equipment and a detailed description of the maintenance requested.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, The Company will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

32. ALARM COLLECTION

The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, The Company will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

33. TERMINATION OF VIRTUAL COLLOCATION

Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with The Company to remove the Collocator's equipment and facilities from The Company'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. The Company 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. The Company shall be responsible for exercising reasonable caution when removing virtually collocated equipment. The Company will only be responsible for damage done to such equipment caused by gross negligence on the part of The Company or its contractors during the removal process. However, Collocators will indemnify and hold The Company harmless for any damage done to virtually collocated equipment if The Company permits the Collocator to hire a contractor approved by The Company to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by The Company and stored in a non-Company location, at the expense of the Collocator. (N)

33. TERMINATION OF VIRTUAL COLLOCATION (cont'd) (N)

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, The Company may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. The Company 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 The Company 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.

34. REVISIONS

Any revision to The Company's Interconnector's Collocation Services Handbook for Virtual Collocation in Wisconsin, or its Technical Publication TP 76300MP, shall become effective and thereafter applicable under this tariff forty five (45) business days after such revision is released by The Company except for those particular revisions to which the Collocator specifically objects within thirty (30) business days of receipt, providing an explanation for each objection. Upon each such objections, The Company and the Collocator shall attempt to negotiate a resolution, either party may request resolution by the Wisconsin Public Service Commission. Any revision made to address potentially harmful situations shall become effective and applicable immediately, pending resolution of the objections by the Public Service Commission of Wisconsin.

35. DISPUTE RESOLUTION PROCESS FOR REVISIONS OR IMPLEMENTATION OF TECHNICAL PUBLICATIONS

Disputes that cannot be resolved by the parties regarding revisions to or implementation of The Company’s technical publications that apply to virtual collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

36. RATE REGULATIONS

This section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to The Company and for Access to The Company provided UNEs when the Collocator provides the equipment.

There are two types of rates and charges that apply to the various rate elements for Virtual Collocation for interconnecting to The Company and for Access to The Company provided UNEs. These are non-recurring charges and monthly recurring rates. (N)

36. RATE REGULATIONS (cont'd) (N)

Rates and charges specific to Virtual Collocation for interconnection with The Company for the transmission and routing of telephone exchange service and exchange access, and for access to The Company provided UNEs in The Company's Central Offices are set forth in 36.3 (Rates and Charges for The Company Central Offices). Rates and charges specific to Virtual Collocation for access to The Company provided UNEs in The Company CEVs, Huts and Cabinets are set forth in 36.4 (Rates and Charges for The Company CEVs, Huts and Cabinets).

36.1 Rate Elements for The Company Central Offices

Consistent with provisions in Section 23.1, the following provides a list of the specific rate elements for virtual collocation for interconnection with The Company for the transmission and routing of telephone exchange service and exchange access, and for access to The Company's provided UNEs to be used in conjunction with virtual collocation in The Company's Central Offices.

A. Planning Fee

The Planning Fee recovers The Company 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 The Company 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 or the addition of cable. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified in 36.3(A)(1).

B. Floor Space

This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in The Company's central offices expressed as a monthly rate. Charges for the sub-elements are specified in section 36.3(B).

In those cases where an individual relay rack and its associated floor space are shared by The Company and the Collocator or among Collocators, the floor space and relay rack associated charges will be apportioned on a quarter rack basis. (N)

36. RATE REGULATIONS (cont'd) (N)

36.1 Rate Elements for The Company Central Offices (cont'd)

C. Relay Rack (Optional)

This sub-element provides the cost per Standard Bay relay rack when provided by The Company expressed as a monthly rate. The Company'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 The Company 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 in section 36.3(C).

D. Common Systems Materials

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 in section 36.3(D). 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.

E. Real Estate

These rate elements provide for The Company to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing this space (Safety and Security).

Charges for the sub-elements are specified in 36.3(E)(2).

1. Site Conditioning

Permits The Company to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified in 36.3(E)(1).

2. Safety and Security

Permits The Company to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified in 36.3(E)(2). (N)

36. RATE REGULATIONS (cont'd) (N)

36.1 Rate Elements for The Company Central Offices (cont'd)

F. Entrance Fiber

This sub-element provides for The Company pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements 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 Collocator/The Company Interconnection Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Tariff). Charges for this rate element are in 36.3(F)(1).

1. Entrance Conduit, per sheath

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 in 36.3(F)(2).

G. Power Arrangement

This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS form a single source, The Company 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 in 36.3(G)(1)-(2).

H. Power Consumption

1. D.C. Power Per AMP

The DC power charge consists of use of the DC power system, with AC input and AC backup for redundant power expressed as a monthly rate. This rate element also includes the AC Power Usage to provide DC power to the virtually collocated equipment. DC Power Charge is on a per AMP basis. Charges for this element are specified in section 36.3(H)(1). (N)

36. RATE REGULATIONS (cont'd) (N)

36.1 Rate Elements for The Company Central Offices (cont'd)

H. Power Consumption (cont'd)

2. Heating, Ventilating, and Air Conditioning (HVAC)

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 in 36.3(H)(3).

3. Ground Cable Arrangement

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 in section 36.3(H)().

I. Voice Grade Interconnection Arrangement

This sub-element provides for the cost associated with providing 100 voice grade pairs Non-Shielded or Shielded between The Company’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 in section 36.3(I).

J. DS-1 Interconnection Arrangement to DCS

This sub-element provides for the cost associated with providing 28 DS-1 circuits between The Company’s DCS functionality purchased from the Collocators interconnection 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 in section 36.3(J).

K. DS-1 Interconnection Arrangement to DSX

This sub-element provides for the cost associated with providing 28 DS-1 circuits between The Company’s DSX functionality purchased from the Collocators interconnection 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 in section 36.3(K). (N)

36. RATE REGULATIONS (cont'd) (N)

36.1 Rate Elements for The Company Central Offices (cont'd)

L. DS-3 Interconnection Arrangement to DCS

This sub-element provides for the cost associated with providing one DS-3 circuit between The Company's DCS functionality purchased from the Collocators interconnection 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 in section 36.3(L).

M. DS-3 Interconnection Arrangement to DSX

This sub-element provides for the cost associated with providing one DS-3 circuit between The Company's DSX functionality purchased from the Collocators interconnection 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 in section 36.3(M).

N. Fiber Interconnection Arrangement

This sub-element provides for the cost associated with providing 12 fibers between The Company'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 in section 36.3(N).

O. Timing Source Arrangement (Optional)

The Company provided single signal from The Company's timing source to provide synchronization between a Collocator's single network element and The Company's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator. Charges for these sub-elements are specified in section 36.3(O).

P. Training

The Company is responsible for determining when training is necessary and how many of The Company'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. The Company will be limited to request training for four (4) of The Company's personnel per location, unless a different number is mutually agreed upon by The Company and Collocator. (N)

36. RATE REGULATIONS (cont'd) (N)

36.1 Rate Elements for The Company Central Offices (cont'd)

P. Training (cont'd)

The Collocator may have The Company arrange for the required training of The Company's personnel. The non-recurring charges applicable for training are listed in Section 36.3(P) (Rates and Charges).

If The Company 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:

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

2. arrange and pay to each individual supplier all costs associated with lodging and other than local transportation, such as airfare, required for The Company employee training.

3. arrange and pay all costs associated with The Company 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 The Company employee training.

The Company will work cooperatively with the Collocator to schedule The Company'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 The Company'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 36.3(P) (Training) will be assessed to the Collocator.

Q. Maintenance and Repair Labor Rates

1. Maintenance of Equipment

This rate element is a labor rate charged by The Company 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. (N)

36. RATE REGULATIONS (cont'd) (N)

36.1 Rate Elements for The Company Central Offices (cont'd)

Q. Maintenance and Repair Labor Rates (cont'd)

1. Maintenance of Equipment (cont'd)

For purposes of this Tariff, 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 in 36.3(Q).

2. Repair of Equipment

This rate element is a labor rate charged by The Company to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

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. For purposes of this Tariff, 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 in 36.3(Q).

R. Collocation-to-Collocation Connection

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

1. Fiber Cable (12 Fiber)

This sub-element provides for direct cabling using fiber cable (12 fibers) 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 in 36.3(R)(1).

2. Copper Cable (28 DS1s)

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 in 36.3(R)(2). (N)

36. RATE REGULATIONS (cont'd)

36.1 Rate Elements for The Company Central Offices (cont'd)

R. Collocation-to-Collocation Connection (cont'd)

3. Coax Cable (1 DS3)

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 in 36.3.(R)(3).

4. Cable Racking and Hole

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 in 36.3(R)(4)

5. Route Design

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 36.3(R)(5).

S. Equipment Evaluation Cost

This rate element is a labor rate charged by The Company to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Bellcore Network Equipment - Building Systems (NEBS). Charges for this element are specified in 36.3(S).

T. Test and Acceptance

This rate element is a labor rate charged by The Company 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 in 36.3(T).

36.2 Rate Elements for The Company’s CEVs, Huts and Cabinets

The following provides a list of the specific rate elements for virtual collocation for access to The Company’s provided UNEs in The Company’s CEVs, Huts and Cabinets.

36. RATE REGULATIONS (cont'd)

36.2 Rate Elements for The Company's CEVs, Huts and Cabinets (cont'd)

A. Entrance Cable Fiber

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.

Charges for these sub-elements are specified in section 36.4(A).

B. Entrance Conduit

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between The Company CEV, Hut, or Cabinet and the Collocator structure. Rates and charges are as found in Paragraph 36.4(B) following.

C. Power Consumption

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 in 36.4(C).

D. 24-Foot CEV

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 in 36.4(D).

E. 16-Foot CEV

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 in 36.4(E).

F. Maxi-Hut

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 in 36.4(F)

36. RATE REGULATIONS (cont'd) (N)

36.2 Rate Elements for The Company's CEVs, Huts and Cabinets (cont'd)

G. Mini-Hut

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 in 36.4(G).

H. Large Cabinet

This sub-element provides for the use of mooting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified in 36.4(H)

I. Medium Cabinet

This sub-element provides for the use of mooting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified in 36.4(I).

J. Small Cabinet

This sub-element provides for the use of mooting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified in 36.4(J).

K. Project Coordination Fee

The project coordination fee provides for The Company 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 in 36.4(K). (N)

36. RATE REGULATIONS (cont'd) (N)

36.3 Rates and Charges

	Rate Per Month	Nonrecurring Charge
Central Offices		
A. Planning		
1. Planning Fee		
- Initial	$00.00	$5,555.76
- Subsequent (Interconnection Cabling)	00.00	2,224.49
- Subsequent (Power cabling)	00.00	2,303.84
- Subsequent (Interconnection and Power Cabling)	00.00	2,882.61
B. Floor Space		
- Per Bay Framework	28.91	00.00
C. Relay Rack		
Per Rack	22.19	00.00
D. Common Systems Material		
- Per Standard Bay	10.75	00.00
- Per Non Standard Bay	19.36	00.00
E. Real Estate		
1. Site Conditioning (Per Frame)	00.00	92.81
2. Safety and Security (Per Frame)	00.00	195.57
F. Entrance Fiber Placement		
1. Fiber Cable Placement per sheath	11.01	1,971.42
2. Entrance Conduit per sheath	8.17	00.00
G. Power Arrangement		
1. 2-20 AMP Feeds (Per 2-20 AMP Power Feeds)	7.74	1,570.84
2. 2-50 AMP Feeds (Per 2-50 AMP Power Feeds)	9.57	1,954.85 (N)

36. RATE REGULATIONS (cont'd) (N)

36.3 Rates and Charges (cont'd)

	Rate Per Month	Nonrecurring Charge
Central Offices (cont'd)		
H. Power Consumption		
1. DC Power Per AMP	$ 10.61	00.00
2. Ground Cable Arrangement (Per Frame)	00.36	00.00
3. Heating, Ventilating, and Air Conditioning (Per 10 AMPS)	14.62	00.00
Interconnection Arrangement Options		
I. Voice Grade Interconnection Arrangement (Non-shielded or Shielded).(Per 100 Pairs)	4.94	1,481.37
J. DS1 Interconnection Arrangement to DCS (Per 28 DS1s)	297.44	4,067.27
K. DS1 Interconnection Arrangement to DSX (Per 28 DS1)	9.79	1,800.69
L. DS3 Interconnection Arrangement to DCS (Per DS3)	115.59	2,635.79
M. DS3 Interconnection Arrangement to DSX (Per DS3)	7.14	1,058.10
N. Fiber Interconnection Arrangement (12 Fiber Pairs)	6.55	1,996.19
O. Timing Source Arrangement		
Bits Timing (per 2 circuits)	3.58	698.82
Timing Lead (1 pair per circuit per linear ft. per pair)	00.08	14.81
P. Training		
1. Communications Technician, - Each 1/2 hour	00.00	39.21
2. C.O. Manager (LFO) - per 1/2 hour	00.00	39.45
3. Power Engineer, - per 1/2 hour	00.00	38.47
4. Equipment Engineer - per 1/2 hour	00.00	38.47 (N)

36. RATE REGULATIONS (cont'd) (N)

36.3 Rates and Charges (cont'd)

	Rate Per Month	Nonrecurring Charge
Central Offices (cont'd)		
Q. Maintenance and Repair Cost		
1. Staffed CO During Attended Hours		
- Each 1/4 hour	$00.00	$ 15.15
2. Staffed CO During Unattended Hours		
- Initial 4 Hours	00.00	242.35
- Each Additional 1/4 hour	00.00	15.15
3. Not Staffed CO/RT During Normal Business Day		
- Each Additional 1/4 hour	00.00	15.15
4. Not Staffed CO/RT During Non-Normal Business Day		
- Initial 4 hours	00.00	242.35
- each Additional 1/4 hour	00.00	15.15
R. Collocation-to-Collocation Connection		
1. Fiber Cable (12 Fibers)		
- The Company Provides Cable and Installs	3.32	1,095.09
2. Copper Cable (28 DS1s)		
- The Company Provides Cable and Installs	3.34	930.53
3. Coax Cable (1 DS3)		
- The Company Provides Cable and Installs	3.26	706.77
4. Cable Racking and Hole		
- For Optical (Per Cable)	00.90	00.00
- DS1 (Per Cable)	00.49	00.00
- DS3 (Per cable)	00.35	00.00
5. Route Design	00.00	463.36
S. Equipment Evaluation Cost Per 1/2 hour	00.00	38.47
T. Test and Acceptance Communications Technician, per 1/2 hour	00.00	39.21 (N)

36. RATE REGULATIONS (cont'd) (N)

36.4 Rates and Charges

CEVs, Huts and Cabinets	Rate Per Month	Nonrecurring Charge
A. Entrance Fiber Cable Placement Fiber (per Cable)	00.00	53.58
B. Entrance Conduit (per Fiber Cable Sheath)	2.61	00.00
C. Power Consumption (per 2-inch mounting space)	1.27	00.00
D. 24-Foot CEV (per 2-inch mounting space)	1.64	00.00
E. 16-Foot CEV (per 2-inch mounting space)	1.77	00.00
F. Maxi-Hut (per 2-inch mounting space)	00.77	00.00
G. Mini-Hut (per 2-inch mounting space)	1.33	00.00
H. Large Cabinet (per 2-inch mounting space)	1.63	00.00
I. Medium Cabinet (per 2-inch mounting space)	2.19	00.00
J. Small Cabinet (per 2-inch mounting space)	3.29	00.00
K. Project Coordination Fee (per CLEC Application/Augment)	00.00	631.17 (N)

37. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION (N)

Virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

For purposes of virtually collocating equipment, The Company 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 The Company and other Collocators.

After Collocator has been provided with written notification by The Company 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, Collocators may not enter an Eligible Structures without obtaining undated copies of drawings, schematics, or other engineering documents. Upon request, The Company shall immediately make available to Collocators 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, The Company shall not prevent the Collocator from entering the Eligible Structure. If The Company does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, The Company shall deliver the requested documents to Collocator immediately upon locating same.

The Company will provide a security escort with the Collocator paying the expense for the escort. The Company 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 The Company may not require a security escort paid for by the Collocator, then this virtual collocation maintenance alternative as described in this Paragraph 37 and in Paragraph 23 (2) is null and void, and all virtual collocation will be maintained by The Company as described in Paragraph 23 (1).

Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocators must provide The Company with reasonable notice of the entry. Notice will be provided to The Company's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocators providing notice to The Company'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. (N)

37. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION (cont'd) (N)

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 The Company security standards. Disciplinary procedures shall be established in accordance with Section 38.3 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 The Company or other Collocators in jeopardy.

The Company 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.

The Commission will permit The Company to recover the cost of such security devices from the Collocators 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 The Company’s equipment suppliers with equivalent access.

Provisioning of equipment required for virtual collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this tariff and interconnection agreements.

38. OBLIGATIONS OF THE COLLOCATOR

38.1 Indemnification of The Company

Except as otherwise provided, the indemnity provisions of the Interconnection Agreement between The Company and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supersede or override the indemnification provisions contained in the interconnection agreement between The Company and Collocator. Additionally, in the event of a conflict between indemnification provisions in the interconnection agreement and the Tariff, the provisions in the interconnection agreement will control.

Collocator shall indemnify and hold harmless The Company, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; (N)

38. OBLIGATIONS OF THE COLLOCATOR (cont'd) (N)

38.1 Indemnification of The Company (cont'd)

or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against The Company where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Tariff; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Tariff or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of The Company or its employees. The provisions in this section are reciprocal and applicable also to The Company.

The Company shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep The Company and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford The Company and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

38.2 Insurance

The Collocator agrees to maintain, at all times , the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

A. Workers' Compensation insurance with benefits afforded under the laws of the State of Wisconsin and Employers Liability insurance with minimum limits of $100,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $100,000 for Bodily Injury by disease-each employee.

B. Commercial General Liability insurance with minimum limits of: $2,000,000 General Aggregate limit; $1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $2,000,000 Products/Completed Operations Aggregate limit, with a $1,000,000 each occurrence sub-limit for Products/Completed Operations. (N)

38. OBLIGATIONS OF THE COLLOCATOR (cont'd) (N)

38.2 Insurance (cont'd)

B. (cont'd)

Fire Legal Liability sub-limits of $300,000 are required for lease agreements. The Company will be named as an Additional Insured on the Commercial General Liability policy.

C. 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. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.

Collocator releases The Company from and waives any and all right of recovery, claim, action or cause of action against The Company, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of The Company, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against The Company, and any rights of Collocator against The Company for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that The Company has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Tariff.

The Company requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

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 The Company as well. If a certificate is not received, The Company will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency. (N)

38. OBLIGATIONS OF THE COLLOCATOR (cont'd) (N)

38.2 Insurance (cont'd)

C. (cont'd)

If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes The Company, and The Company may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. The Company will invoice Collocator for the costs incurred to so acquire insurance.

The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

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 Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, the coverage requirements described above shall immediately apply.

38.3 Conduct While in The Company Eligible Structures

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

a. Theft or destruction of The Company's or Collocator's property;

b. Use/sale or attempted use/sale of alcohol or illegal drugs on The Company’s property; (N)

38. OBLIGATIONS OF THE COLLOCATOR (cont'd) (N)

38.3 Conduct While in The Company Eligible Structures (cont'd)

c. Threats or violent acts against other persons on The Company's property;

d. Knowing violations of any local, state or federal law on The Company's property;

e. Permitting unauthorized persons access to The Company or Collocator's equipment on The Company's property; and

f. Carrying a weapon on The Company's property.

In addition, Collocator and The Company will take appropriate disciplinary steps as determined by each party to address any violations reported by The Company or the Collocator of The Company's policies and practices on security, safety, network reliability, and business conduct as defined in The Company's Interconnector's Collocation Services Handbook for Virtual Collocation in Wisconsin, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of The Company security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that The Company's own employees and authorized contractors must undergo. The Company will not, however, require Collocators to receive security training from The Company, but will provide information to Collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in The Company's Interconnector's Collocation Services Handbook for Virtual Collocation in Wisconsin.

39. COOPERATIVE RESPONSIBILITIES

39.1 Qualification of Collocators

Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of The Company's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that The Company's own employees and authorized contractors must undergo. The Company will not, however, require Collocators to receive security training from The Company, but will provide information to Collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in The Company's Interconnector's Collocation Services Handbook for Virtual Collocation in Wisconsin. (N)

40. RATE REGULATIONS (N)

The rate regulations, rate element descriptions and rates and charges included in 36 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.

40.1 Rate Elements for The Company's Offices

A. This security escort charge consists of the charges for The Company-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 tariff, 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 in 40.3(A)(1-2) following.

40.2. Rate Element for The Company's CEV, HUT, and Cabinets

A. The security escort charge consists of the charges for The Company 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 in 40.4(A). (N)

40. RATE REGULATIONS (N)

40.3 Rates and Charges

	Rate Per Month	Nonrecurring Charge
Central Offices		
A. Security Escorts, per visit		
1. Staffed Building		
- Access during normal business hours		
- Each 1/4 hour	$00.00	$ 15.15
- Each additional 1/4 hour	00.00	15.15
- Access outside normal business hours		
- 4 hour minimum	00.00	242.35
- Each additional 1/4 hour	00.00	15.15
2. Unstaffed Building, Access during normal business hours		
- per 1/4 hour	00.00	15.15
- Each additional 1/4 hour Access outside normal business hours	00.00	15.15
- 4 hour minimum	00.00	242.35
- Each additional 1/4 hour	00.00	15.15

40.4 Rates and Chargers

CEVs, Huts and Cabinets		
A. Security Escorts, per visit		
- 4 hour minimum	00.00	242.35
- Each additional 1/4 hour	00.00	15.15

(N)

41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (N)

When the Collocator selects the option to provide, install, and terminate their interconnection and power cabling with an The Company Approved Vendor, the following paragraphs will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding sections of this same tariff that still apply for CDOW for rate elements that are not specifically addressed within Section 41.0 following.

41.1 Interconnection Cable

The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and The Company Main Distribution Frame or its equivalent by The Company 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 41.2. If Collocator selects this option, The Company will install and stencil termination blocks or panels at The Company Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's The Company Approved Vendor. Intervals and provisioning for this offering are found in Section 41.3.1 through 41.3.5. The Collocator's The Company Approved Vendor must obtain an approved Method Procedures (MOP) from The Company and follow The Company's Technical Publication TP 76300MP for installation of equipment and facilities;

41.2 Power Cable

The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and The Company's Battery Distribution Fuse Bay (BDFB) by The Company Approved Power Installation Vendor. When The Company designated power termination point is at the Power Plant Primary Distribution, the Collocator's The Company Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

The Collocator must contact The Company Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to The Company Power Plant Primary Distribution, which will be performed by The Company. 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. (N)

41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

41.2 Power Cable (cont'd)

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 41.1. Intervals and provisioning for this offering are found in Section 41.3.1 through 41.3.5. The Collocator’s The Company Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from The Company and follow The Company’s Technical Publication TP 76300MP for installation of equipment and facilities.

41.3 Intervals and Provisioning

41.3.1 Implementation Intervals (Collocator Installs Interconnection and Power Cabling)

The Company 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 The Company. The Company 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 The Company determines that Collocator's Virtual Collocation Application is unacceptable, The Company shall advise Collocator of any deficiencies within this ten (10) calendar day period. The Company 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 41.3 is for new and augment Virtual Collocation Applications and apply only when the Collocator installs interconnection and power cabling. (N)

41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

41.3 Intervals and Provisioning (cont'd)

41.3.1 Implementation Intervals (Collocator Installs Interconnection and Power Cabling) (cont'd)

The delivery interval relates to the period in which The Company shall construct and turnover to the Collocator's The Company Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date The Company receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide The Company, 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 The Company has received such response and payment. If the Collocator has not provided The Company such response and payment by the twelfth (12th) calendar day after the date The Company notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until The Company's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by The Company 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 The Company with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by The Company 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

(N)

41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

41.3 Intervals and Provisioning (cont'd)

41.3.1 Implementation Intervals (Collocator Installs Interconnection and Power Cabling) (cont'd)

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 The Company 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 The Company.

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 The Company will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

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.

41.3.2 Payment

The second fifty percent (50%) payment must be received by The Company prior to the space being turned over to the Collocator’s The Company Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator’s The Company Approved Vendor by The Company. (N)

41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

41.3 Intervals and Provisioning (cont'd)

41.3.3 Cable Augments

For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

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

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

The cabling Augment interval is determined by The Company 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 The Company with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by The Company 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 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 (N)

41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

41.3 Intervals and Provisioning (cont'd)

41.3.3 Cable Augments (cont'd)

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 The Company 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) Virtual 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 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.

41.3.4 All Other Augments

For all Augments other than provided above, The Company will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

41.3.5 Walk-Through Visit

Within twenty (20) calendar days or mutually agreed upon time, from The Company’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. (N)

41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

41.4 Rates Elements for The Company Central Offices

A. Power Arrangement

When the Collocator selects the option to install the power cable by The Company 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 in 42.1 (A).

B. Voice Grade Interconnection

When the Collocator selects the option to provide and install the interconnection cabling by a The Company approved vendor, the 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 in 42.1 (B).

C. DS-1 Interconnection Arrangement to DCS

When the Collocator selects the option to provide and install the interconnection cabling by The Company 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 in 42.1 (C).

D. DS-1 Interconnection Arrangement to DSX

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the DSX 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 in 42.1 (D).

E. DS-3 Interconnection Arrangement to DCS

When the Collocator selects the option to provide and install the interconnection cabling by The Company 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 in 42.1 (E).

F. DS-3 Interconnection Arrangement to DSX

When the Collocator selects the option to provide and install the interconnection cabling by The Company approved vendor, the DSX 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 in 42.1 (F). (N)

41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

41.4 Rates Elements for The Company Central Offices (cont'd)

G. Fiber Interconnection Arrangement

When the Collocator selects the option to provide and install the interconnection cabling by a The Company 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 in 42.1 (G).

H. Collocation to Collocation Connection

This rate element include virtual to virtual and virtual to physical connection options.

1. Fiber Cable

When the Collocator selects the option to provide and install the interconnection cabling by a The Company 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 in 42.1(H)(1).

2. Copper Cable

When the Collocator selects the option to provide and install the interconnection cabling by a The Company 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 in 42.1(H)(2).

3. Coax Cable

When the Collocator selects the option to provide and install the interconnection cabling by a The Company 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 in 42.1(H)(3).

4. Cable Racking and Hole

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 in 42.1(H)(4). (N)

41. CDOW (CLECs Doing Own Work) - Collocator Responsibilities (cont'd) (N)

41.4 Rates Elements for The Company Central Offices (cont'd)

H. Collocation to Collocation Connection (cont'd)

5. Route Design

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 42.1(H)(5).

42. Rates and Charges for CDOW

42.1 Rates and Charges for CLECs Doing Own Work

The rate elements below represent the charges associated with CLEC's providing, installing, and terminating their interconnection and power cabling. However, the rates and charges within CDOW are not comprehensive. There are rates and charges from the preceding sections of this same tariff that still apply for CDOW for rate elements that are not specifically addressed within Section 42 following.

	Rate Per Month	Nonrecurring Charge
A. Power Arrangements (Collocator provides and installs Power		
2-20 AMP Feeds (Per 2-20 AMP power Feeds)	$0.52	$ 0.00
2-50 AMP Feeds (Per 2-50 AMP power Feeds)	0.52	0.00
B. Voice Grade Interconnection (Collocator provides and installs Power		
Arrangement (Non-Shielded and Shielded) (Per 100 Pairs)	3.86	225.02
C. DS1 Interconnection (Collocator provides and installs		
Arrangement to DCS (Per 28 DS1s)	295.42	3,496.22
D. DS1 Interconnection (Collocator provides and installs		
Arrangement to DSX (Per 28 DS1s)	6.07	651.13 (N)

42. Rates and Charges for CDOW (N)

42.1 Rates and Charges for CLECs Doing Own Work (cont'd)

	Rate Per Month	Nonrecurring Charge
E. DS3 Interconnection (Collocator provides and installs cabling)		
Arrangement to DCS (Per DS3)	$115.30	$2,186.12
F. DS3 Interconnection (Collocator provides and installs cabling)		
Arrangement to DSX (Per DS3)	5.69	204.42
G. Fiber Interconnection (Collocator provides and installs cabling)		
Arrangement (12 Fibers)	10.47	152.71
H. Collocation to Collocation Connection		
1. Fiber Cable (12 Fibers) Collocator Provides Cable and Installs	0.81	0.00
2. Copper Cable (28 DS1s) Collocator Provides Cable and Installs	0.41	0.00
3. Coax Cable (1 DS3) Collocator Provides Cable and Installs	0.27	0.00
4. Cable Racking and Hole		
- For Optical, per cable	0.90	0.00
- DS1, per cable	0.49	0.00
- DS3, per cable	0.35	0.00
5. Route Design	0.00	463.36 (N)

Exhibit B

Exhibit B

Caged Collocation

A. Planning Fees

USOCs	
- Planning - Central Office (per SF used by CLEC)	C1FHC
- Initial	NRBCE
- Subsequent - Inter. Cabling	NRBZD
- Subsequent - Power Cabling	NRMZB- Subsequent -
Inter./Power Cabling	NRMZC

B. Common Systems Materials Charge

•

USOCs

- Cage Common Systems Materials Charge (per square foot)	SP14A

C. Power Arrangement Provisioning

These charges will only be waived if CLEC agreed to assume ownership of the cabling including maintenance and removal costs.

USOCs

- 2-20 Amp Power Feeds	SP1QU
- 2-50 Amp Power Feeds	SP1QW
- 2-100 Amp Power Feeds	SP1QX

D. Cage Preparation

USOCs	
Cage Preparation (per SF)	C1FHE

E. RSM Option

USOCs	
Additional Dedicated HVAC Charge	NRB1H
Dedicated Power Plant Floor Space Charge	SP1SY

F. Eligible Structure Ground Cable Arrangement, Each

USOCs	
Per square foot (caged)	SP1CR

G. HVAC (Per 10 Amps)

USOCs	
HVAC (Per 10 Amps)	SP11T

Cageless Collocation

Planning - Central Office (per frame used by CLEC)	C1FWJ
- Initial	NRB5J
- Subsequent Inter. Cabling	NRMZA
- Subsequent Power Cabling	NRMZB
- Subsequent Inter./Power Cabling	NRMZC
- Cageless Common Systems Material Charge Per frame	SP1WE
(Cageless) Collocation	
- 2-20 Amp Power Feeds	SP1QU
- 2-50 Amp Power Feeds	SP1QW
2-100 Amp Power Feeds	SP1QX
Eligible Structure Ground Cable Arrangement Per frame (For Cageless)	C1FX4
HVAC (Per 10 Amps)	SP11T

VIRTUAL

- Initial	NRB5O
- Subsequent Inter. Cabling	NRMZV
- Subsequent Power Cabling	NRMZW
- Subsequent Inter./Power Cabling	NRMZX
(Virtual) Collocation	
- 2-20 Amp Power Feeds	SP1QU
- 2-50 Amp Power Feeds	SP1QW
Eligible Structure Ground Cable Arrangement Per frame (For Virtual)	SP1GT
HVAC (Per 10 Amps)	SP11T

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN WISCONSIN BELL, INC. d/b/a SBC WISCONSIN AND TIME WARNER TELECOM OF WISCONSIN, L.P.

Wisconsin Bell, Inc.[1] d/b/a SBC Wisconsin, as the Incumbent Local Exchange Carrier in Wisconsin, (hereafter, "ILEC " or "SBC Wisconsin") and Time Warner Telecom of Wisconsin, L.P., as a Competitive Local Exchange Carrier ("CLEC"), (referred to as "TWTC"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Wisconsin ("Interconnection Agreement"), hereby execute this ISP-Bound Traffic Reciprocal Compensation Amendment (Adopting FCC Interim Terminating Compensation Plan) ("Amendment").

1. Scope of Amendment

1.1 On or about May 9, 2003, ILEC made an offer to all telecommunications carriers in the state of Wisconsin (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

1.2 The purpose of this Amendment is to include in TWTC's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic").

1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic exchanged between ILEC and TWTC. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan

2.1 ILEC and TWTC hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic exchanged between the Parties on and after the Effective Date of this Amendment. Section 251(b)(5) Traffic shall be compensated at the rates, terms and conditions set forth in the Appendix Pricing of the underlying Interconnection Agreement. For purposes of this Amendment, Section 251(b)(5) Traffic shall mean "Local Traffic" as defined in the underlying Interconnection Agreement.

2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic:

2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to Competitive Local Exchange Carriers and Independent Local Exchange Carries.

[1] Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

2.2.2 The Parties agree to compensate each other for ISP-bound Traffic on a minute of use basis, according to the following rate schedule:

June 1, 2003 – June 14, 2003:`	.0010 per minute
June 15, 2003 and thereafter:	.0007 per minute

2.2.3 Payment of Reciprocal Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, TWTC and ILEC agree to cap overall compensable Wisconsin ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which TWTC was entitled to compensation under its Wisconsin Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, TWTC and ILEC agree that ISP-bound Traffic exchanged between TWTC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether TWTC has exceeded the growth caps for Calendar Year 2003.

2.3.2 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 network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event TWTC and ILEC have not previously exchanged ISP-bound Traffic in any one or more Wisconsin LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between TWTC and ILEC for the remaining term of this Agreement in any such Wisconsin LATAs.

2.4.2 In the event TWTC and ILEC have previously exchanged traffic in an Wisconsin LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Wisconsin LATA, and that any ISP-bound Traffic in other Wisconsin LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between TWTC and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable Section 251(b)(5) 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.

2.5 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.

2.6 ISP-bound Traffic Rebuttable Presumption

Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. In accordance with Paragraph 79 of the FCC's ISP Compensation Order, TWTC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between TWTC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, TWTC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 ILEC and TWTC agree that nothing in this Amendment 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 Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not Section 251(b)(5) traffic subject to reciprocal compensation. By entering into the Amendment, 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.

4.0 Miscellaneous

4.1 This Amendment will be effective on June 1, 2003 ("Effective Date"), and will apply to all ISP-bound Traffic exchanged between ILEC and TWTC on and after that date, contingent upon any necessary commission approval of the Amendment.

4.2 To the extent that compensation for intercarrier traffic on or after June 1, 2003 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after June 1, 2003.

4.3 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

4.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4.5 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

4.6 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al,* 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of*

Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Wisconsin reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation in Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other 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 required 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC Wisconsin, signing by and through its duly authorized representative, and Time Warner Telecom of Wisconsin, L.P, signing by and through its duly authorized representative.

Time Warner Telecom of Wisconsin, L.P.
By: Time Warner Telecom General Partnership, its general partner
By: Time Warner Telecom Holdings Inc., its managing general partner

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

Signature: _____

Name: _____
(Print or Type)

Title: *For/* President - Industry Markets

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN WISCONSIN BELL, INC. d/b/a SBC WISCONSIN

AND TIME WARNER TELECOM OF WISCONSIN, L.P.

WHEREAS, Wisconsin Bell, Inc. d/b/a SBC Wisconsin[1] ("SBC Wisconsin" f/k/a "AM-WI") and Time Warner Telecom of Wisconsin, L.P. ("TWTC") (collectively referred to as the "Parties") entered into an Interconnection Agreement which became effective on June 29, 2002 (the "Agreement"); and

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing.

NOW THEREFORE, the Parties agree to amend the Agreement based upon the following terms and conditions:

(1) Attachment A to Appendix Pricing) to the Agreement is hereby amended to replace and supersede the DS3 UNE Loop and DS3 UNE Subloop Recurring Rates, respectively, currently set forth in such Attachment under the heading "Loops", with the following DS3 UNE Loop and Subloop Recurring Rates:

Rate Group	Unbundled DS-3 Loops (Corrected)	Unbundled DS-3 Subloop (Corrected)
Band A	$438.33	$429.33
Band B	$528.88	$513.55
Band C	$545.69	$522.72

(2) This Amendment shall not modify the nonrecurring rates currently set forth in the Agreement for the DS3 UNE Loop and DS3 UNE Subloop, but rather, such nonrecurring rates shall continue to apply to both the DS3 UNE Loop and DS3 UNE Subloop, respectively.

(3) The Term and Termination provisions set forth in the Agreement shall not apply to the DS3 UNE Loop and DS3 UNE Subloop provisions set forth in this Agreement, including without limitation the recurring rates being incorporated into the Agreement by this Amendment. Rather, the DS3 UNE Loop and Subloop provisions in this Agreement, including without limitation the DS3 UNE Loop and DS3 UNE Subloop recurring rates set forth herein, will automatically terminate as provided in Paragraph 5 below.

(4) This Amendment, including without limitation the DS3 UNE Loop and DS3 UNE Subloop recurring rates set forth herein shall become effective ten (10) days following the date this Amendment is approved or is deemed to have been approved by the Wisconsin Public Service Commission.

(5) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this

[1] Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in United States Telecom Association, et. Al ("USTA") v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002).

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed in triplicate on the date(s) shown below by their respective duly authorized representatives.

Time Warner Telecom of Wisconsin, L.P.
By: Time Warner Telecom General Partnership, its general partner
By: Time Warner Telecom Holdings, Inc., its general partner

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

By: _____

Name: _____
(Print or Type)

Title: *For/* President-Industry Markets

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

Amendment To

INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. D/B/A SBC WISCONSIN
AND
TIME WARNER TELECOM OF WISCONSIN, L.P.

Whereas, Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin " f/k/a AM WI) and Time Warner Telecom of Wisconsin, L.P. ("TWTC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on June 29, 2002, ("Agreement") and which permits the Parties to mutually agree to amend the Agreement in writing; and

Whereas, the Parties now desire to supercede and replace the Appendix Physical Collocation and Appendix Virtual Collocation of the Agreement in its entirety with the new attached Appendix Physical Collocation and Appendix Virtual Collocation and attached (Collocation Rate Summaries) 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 existing Appendix Physical Collocation and Appendix Virtual Collocation in their entirety, excluding arrangements that are billed FCC rates and have not been certified as of the execution of this amendment, with the attached Appendix Physical Collocation and Appendix Virtual Collocation. The Parties further agree that the attached Appendix Physical Collocation and Appendix Virtual Collocation shall supercede and replace all rates, terms and conditions of the existing Appendix Physical Collocation and Appendix Virtual Collocation in their entireties without the necessity of physically removing the superceded Appendix Physical Collocation and Appendix Virtual Collocation from publicly filed Agreements such as those on file with the state public utility regulatory commission or SBC "CLEC Online" website.

2. The Parties further agree that the Individual Case Basis (ICB) Universal Service Order Code (USOCs) contained in the attached Appendix Physical Collocation and Appendix Virtual Collocation, which are replacing all current USOCs in the existing Collocation appendices in effect prior to the effective date of this Amendment, are subject to change and shall be superceded by Telecordia approved USOCs. Upon SBC's receipt of the Telecordia approved USOCs, SBC shall notify TWTC in writing within thirty (30) business days and the Parties will execute an amendment to the Agreement to incorporate Telecordia approved USOCs into the pricing schedules.

3. This Amendment shall not modify or extend the Effective Date or Term or Termination provisions under Section 5 of the General Term and Conditions, except that the effective date and term of the Appendix Physical Collocation and Appendix Virtual Collocation attached to this Amendment shall be as provided in Section 6 of this Amendment.

4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

5. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully

incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in United States Telecom Association, et. al ("USTA") v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; 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 on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-WISCONSIN 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. 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.

6. The rates specified in Appendix Physical Collocation and Appendix Virtual Collocation attached to this Amendment shall remain in effect through November 10, 2006. In the event the Parties elect to enter into a successor interconnection agreement no later than November 10, 2005 pursuant to the provisions of Section 5 of the General Terms and Conditions, the rates, terms and conditions of the Appendix Physical Collocation and Appendix Virtual Collocation attached to this Amendment shall be incorporated into any such successor interconnection agreement and the expiration date of the Appendix Physical Collocation and Appendix Virtual Collocation shall be made co-terminus with the expiration date of the successor interconnection agreement executed by the Parties. This Amendment will be filed with and subject to approval by the appropriate regulatory commission. This Amendment shall become effective ten (10) calendar days after the Commission approves this Amendment under Section 252(e) of the Act or, absent such Commission approval; the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Time Warner Telecom of Wisconsin, L.P.
By: Time Warner Telecom General Partnership
Its general partner
By: Time Warner Telecom Holdings Inc.,
Its managing general partner

Signature:_____

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Date:_____

FACILITIES-BASED OCN # _____

ACNA _____

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

Signature:_____

Name:_____
(Print or Type)

Title: *For/* President - Industry Markets

Date:_____

APPENDIX
PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

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

1.1 Process

This Appendix provides for the placing of Collocator telecommunications equipment and facilities on SBC WISCONSIN property for the purposes set forth in Section 1.3, following.

1.2 Scope

Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within SBC WISCONSIN Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from SBC WISCONSIN and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3, following. SBC WISCONSIN will provide caged, shared caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, SBC WISCONSIN will permit collocation in Adjacent Structures located on SBC WISCONSIN's property in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose.

1.3 Purpose

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 SBC WISCONSIN's Lawful Unbundled Network Elements (Lawful UNE) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective 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 SBC WISCONSIN 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, telecommunications carrier and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Physical Collocation directly from any SBC WISCONSIN tariff, and agree not to so purchase or attempt to so purchase from any SBC WISCONSIN tariff that provides for 251(c)(6) Physical Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC WISCONSIN to enforce the foregoing (including if SBC WISCONSIN fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Physical Collocation under tariff to telecommunications carrier 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, SBC WISCONSIN may either reject any application or order for 251(c)(6) Physical Collocation submitted under tariff, or without the need for any further contact with or consent from telecommunications carrier, SBC WISCONSIN may process any order for any 251(c)(6) Physical Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any

251(c)(6) Physical Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement, or (ii) the submission of the order by telecommunications carrier.

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 SBC WISCONSIN 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 SBC WISCONSIN 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 SBC WISCONSIN'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 SBC WISCONSIN'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 SBC WISCONSIN'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. SBC WISCONSIN 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 SBC WISCONSIN's facilities. SBC WISCONSIN 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, SBC WISCONSIN 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 SBC WISCONSIN property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. SBC WISCONSIN and telecommunications carrier will mutually agree on the location of the designated space on SBC WISCONSIN premises where the adjacent structure will

be placed. SBC WISCONSIN 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 SBC WISCONSIN or other collocators. SBC WISCONSIN 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 SBC WISCONSIN is not reached regarding the Custom Work Charge, SBC WISCONSIN shall complete construction of the Collocator's space pending resolution of the issue by the 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 SBC WISCONSIN shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SBC WISCONSIN that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, SBC WISCONSIN shall file the appropriate interconnection agreement amendment. However, SBC WISCONSIN shall not delay completion of such work during the agreement approval process. SBC WISCONSIN shall perform such work based upon provisional rates, subject to true up.

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

2.8 Dedicated Space - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in SBC WISCONSIN Eligible Structure.

2.9 Eligible Structure - Eligible Structure refers to SBC WISCONSIN's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by SBC WISCONSIN that house its network facilities, and all structures that house SBC WISCONSIN's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

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

2.11 Installation Supplier - Suppliers/vendors that are approved to perform central office installation work for SBC and for TWTC in SBC eligible structures in all collocation footprints areas and/or SBC common areas in the technologies and georgraphical locations for which they are approved SBC.

2.12 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 SBC WISCONSIN may make a determination that space in an Eligible Structure is legitimately exhausted, SBC WISCONSIN must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SBC

WISCONSIN'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 6.2 of this Appendix. In making this determination, SBC WISCONSIN may reserve space for transport equipment for current year plus two years. Additionally, SBC WISCONSIN may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC WISCONSIN or for future use by SBC WISCONSIN or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SBC WISCONSIN may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.

2.13 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.

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

2.15 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.

2.16 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 SBC WISCONSIN's network.

3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS

3.1 Limitation of Liability

3.1.1 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 SBC WISCONSIN 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.

3.1.2 Neither SBC WISCONSIN nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.

3.1.3 Both SBC WISCONSIN 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 and/or tariffs.

3.1.4 The liability of either SBC WISCONSIN or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

3.2 Third Parties

3.2.1 SBC WISCONSIN also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or 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.

3.2.2 In addition to any other applicable limitation, neither SBC WISCONSIN 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 SBC WISCONSIN or the Collocator or its agents or employees.

3.3 Force Majeure Events

3.3.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

4. RESPONSIBILITIES OF SBC WISCONSIN

4.1 Right to Use; Multiple Dedicated Spaces

4.1.1 In accordance with this Appendix, SBC WISCONSIN 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.

4.2 Contact Numbers

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

4.3 Trouble Status Reports

4.3.1 SBC WISCONSIN is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the Collocator's network, switches or services, with an estimated clearing time for restoral. In addition, SBC WISCONSIN will provide written notification within twenty-four (24) hours. When trouble has been identified, SBC WISCONSIN is responsible for providing trouble status reports, consistent with Section 5.3 of this Appendix, when requested by the Collocator.

4.4 Service Coordination

4.4.1 SBC WISCONSIN is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

4.5.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions, and (1) the Dedicated Space is not rendered untenantable in whole or in part, SBC WISCONSIN shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, SBC WISCONSIN 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 SBC WISCONSIN opts not to rebuild, then SBC WISCONSIN 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, SBC WISCONSIN must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

4.5.1.2 Any obligation on the part of SBC WISCONSIN to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by SBC WISCONSIN.

4.5.2 Damage to Eligible Structure

4.5.2.1 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 SBC WISCONSIN's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, SBC WISCONSIN, 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.

4.6 Construction Notification

4.6.1 SBC WISCONSIN 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. SBC WISCONSIN will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. SBC WISCONSIN will inform the Collocator as soon as practicable by telephone of all emergency-related activities that SBC WISCONSIN 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.

4.7 Construction Inspections

4.7.1 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 Section 4.2 of this Appendix. If any travel expenses are incurred, the Collocator will be charged for the time SBC WISCONSIN's employees spend traveling and will be based on fifteen (15) minute increments.

5. OBLIGATIONS OF THE COLLOCATOR

5.1 Certification

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

5.2 Contact Numbers

5.2.1 The Collocator is responsible for providing to SBC WISCONSIN personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 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.

5.3 Trouble Report

5.3.1 The Collocator is responsible for making best efforts to provide prompt verbal notification to SBC WISCONSIN of significant outages or operations problems which could impact or degrade SBC WISCONSIN's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with Section 4.3 of this Appendix, when requested by SBC WISCONSIN.

5.4 Removal

5.4.1 The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the Physical

Collocation arrangement. After such time, SBC WISCONSIN may remove the abandoned materials and the Collocator is responsible for payment of any and all claims, expenses, fees or other costs associated with any such removal by SBC WISCONSIN, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold SBC WISCONSIN harmless from the failure to return any such equipment, property or other items.

5.5 Hazardous Waste and Materials

5.5.1 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 SBC WISCONSIN requirements. The Installation Supplier shall coordinate with the SBC WISCONSIN representative before any activity relating to hazardous material/waste is started Interconnector's Guide for Collocation may be accessed via https://clec.sbc.com/clec, Products and Services, Collocation Services, Handbook 13State, Appendix B.

5.6 Safety

5.6.1 The Installation Supplier shall be entirely responsible for the safety and instruction of its employees or representatives. The Installation Supplier shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of SBC WISCONSIN or other telecommunications carriers. The Installation Supplier shall immediately report to the SBC WISCONSIN representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Installation Supplier while on SBC WISCONSIN premises or any OSHA inspection or citations issued to the Installation Supplier while on SBC WISCONSIN premises. (Refer to Interconnector's Guide for Collocation for further details.)

5.7 Collocator's Equipment and Facilities

5.7.1 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:

5.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 8.1;

5.7.1.2 its equipment;

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

5.7.1.4 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

5.7.1.5 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.

5.7.2 SBC WISCONSIN neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

5.8 Insurance

5.8.1 Coverage Requirements

5.8.1.1 The Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

5.8.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of SBC WISCONSIN and Employers Liability insurance with minimum limits of $100,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $100,000 for Bodily Injury by disease-each employee.

5.8.1.1.2 Commercial General Liability insurance with minimum limits of: $2,000,000 General Aggregate limit; $1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $2,000,000 Products/Completed Operations Aggregate limit, with a $1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of $300,000 are required for lease agreements. SBC WISCONSIN will be named as an Additional Insured on the Commercial General Liability policy.

5.8.1.1.3 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.

5.8.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases SBC WISCONSIN from and waives any and all right of recovery, claim, action or cause of action against SBC WISCONSIN, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SBC WISCONSIN, its agents, directors, officers, employees, independent contractors, and other representatives.

5.8.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC WISCONSIN, and any rights of Collocator against SBC WISCONSIN for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC WISCONSIN has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

5.8.1.1.6 SBC WISCONSIN requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

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 SBC WISCONSIN as well. If a certificate is not received, SBC WISCONSIN 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 SBC WISCONSIN, and SBC WISCONSIN may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SBC WISCONSIN will invoice Collocator for the costs incurred to so acquire insurance.

5.8.1.1.6.1 The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

5.8.1.2 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

5.8.2 Self-Insured

5.8.2.1 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 5.8.1, Coverage Requirements, shall immediately apply.

6. ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

SBC WISCONSIN 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:

6.1.1.1 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 SBC WISCONSIN within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

6.1.1.1.1 SBC WISCONSIN will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges

in increments of one (1) square foot. For this reason, 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., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a SBC WISCONSIN premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Section 20 following.

6.1.1.1.2 When Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charges as set forth in Section 20 following.

6.1.1.1.3 The Collocator must comply with all methods, procedures and guidelines followed by SBC WISCONSIN 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 16 following will apply. If the Collocator elects to install or requests that SBC WISCONSIN provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in Section 21.3 following applies.

6.1.1.2 Caged Shared Collocation - SBC WISCONSIN will provide Caged Shared Collocation as set forth in Section 7 following, "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 7.1 following. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

6.1.1.3 Caged Common Collocation – SBC WISCONSIN will provide Caged Common Collocation as set forth in Section 7.1.1 following.

6.1.1.4 Cageless Collocation - SBC WISCONSIN will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2 of this Appendix. Under this arrangement, SBC WISCONSIN will provide space in single bay increments, including available space adjacent to or next to SBC WISCONSIN'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. SBC WISCONSIN will not require Collocator to use an intermediate interconnection arrangement such as a POT frame. SBC WISCONSIN may take reasonable steps to protect its own equipment as provided in Section 6.1.2 of this Appendix. Accordingly, SBC WISCONSIN will not provide Collocator's personnel or agents with direct access to SBC WISCONSIN's main distribution frame.

6.1.1.5 Adjacent Space Collocation – Where Physical Collocation space within SBC WISCONSIN Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, SBC WISCONSIN will permit Collocator to physically collocate on SBC WISCONSIN's property in adjacent controlled environmental vaults or similar structures that SBC WISCONSIN uses to house telecommunication equipment, to the extent technically feasible. SBC WISCONSIN and telecommunications carrier will

mutually agree on the location of the designated space on SBC WISCONSIN premises where the adjacent structure will be placed. SBC WISCONSIN 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. SBC WISCONSIN will offer the following increments of power to the Adjacent On-site structure: SBC WISCONSIN will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SBC WISCONSIN will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 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. SBC WISCONSIN will provide Physical Collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this Appendix. SBC WISCONSIN 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 SBC WISCONSIN or the Collocator. 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.

6.1.1.5.1 Where Physical Collocation space within SBC WISCONSIN Eligible Structure is Legitimately Exhausted, and 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 SBC WISCONSIN shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

6.1.1.5.2 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 the SBC WISCONSIN Central Office or Eligible Structure. Such arrangement shall be used for interconnection and 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 SBC WISCONSIN'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.

6.1.1.5.3 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. SBC WISCONSIN 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 SBC WISCONSIN's facilities. SBC WISCONSIN 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.

6.1.1.5.4 In the event that interior space in an Eligible Structure becomes available, SBC WISCONSIN 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.

6.1.1.6 SBC WISCONSIN will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in SBC WISCONSIN's Eligible Structures that such an arrangement is technically feasible.

6.1.2 Space Determination

6.1.2.1 As provided in Section 6.2 of this Appendix, SBC WISCONSIN 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.

6.1.3 Security

6.1.3.1 Protection of SBC WISCONSIN's equipment is crucial to its ability to offer service to its customers and to the integrity of the entire network. Therefore, SBC WISCONSIN may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. SBC WISCONSIN may impose security arrangements as stringent as the security arrangements SBC WISCONSIN maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, SBC WISCONSIN may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), SBC WISCONSIN will not impose more stringent security requirements than these. 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. SBC WISCONSIN will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

6.1.3.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of SBC WISCONSIN security standards.

6.1.3.1.1.1 Collocator personnel and technicians will undergo the same level of security training or its equivalent that SBC WISCONSIN's own employees and authorized contractors must undergo. SBC WISCONSIN will not, however, require Collocator to receive security training from SBC WISCONSIN, but will provide information to Collocator on the specific type of training required.

6.1.3.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in SBC WISCONSIN's Technical Publications via https://clec.sbc.com/clec.

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

6.1.3.1.2.1 Theft or destruction of SBC WISCONSIN's or Collocator's property;

6.1.3.1.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC WISCONSIN property;

6.1.3.1.2.3 Threats or violent acts against other persons on SBC WISCONSIN property;

6.1.3.1.2.4 Knowing violations of any local, state or federal law on SBC WISCONSIN property;

6.1.3.1.2.5 Permitting unauthorized persons access to SBC WISCONSIN or Collocator's equipment on SBC WISCONSIN's property; and

6.1.3.1.2.6 Carrying a weapon on SBC WISCONSIN property.

In addition, Collocator and SBC WISCONSIN will take appropriate disciplinary steps as determined by each Party to address any violations reported by SBC WISCONSIN or the Collocator of SBC WISCONSIN's policies and practices on security, safety, network reliability, and business conduct as defined in SBC WISCONSIN's Interconnector's Collocation Services Handbook https://clec.sbc.com/clec for Physical Collocation in SBC WISCONSIN, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

6.1.3.1.3 Collocator will provide indemnification as set forth in Section 12 of this Appendix and insurance as set forth in Section 5.8 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SBC WISCONSIN - authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SBC WISCONSIN as well.

6.1.3.1.4 SBC WISCONSIN may use reasonable security measures to protect its equipment. In the event SBC WISCONSIN elects to erect an interior security partition in a given Eligible Structure to separate its equipment, SBC WISCONSIN may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC WISCONSIN's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

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

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

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

6.1.3.1.4.4 If SBC WISCONSIN chooses to enclose its own equipment, SBC WISCONSIN will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures.

6.1.3.1.4.5 SBC WISCONSIN has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If SBC WISCONSIN cannot prove that other reasonable security methods cost more than an interior security partition around SBC WISCONSIN's equipment, SBC WISCONSIN cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.

6.1.3.1.4.6 If SBC WISCONSIN 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 SBC WISCONSIN's equipment at the time the price quote is given.

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

6.1.4 Interval

6.1.4.1 SBC WISCONSIN will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application form found in SBC WISCONSIN's Interconnector's Collocation Services Handbook https://clec.sbc.com/clec for Physical Collocation in SBC WISCONSIN and will pay an initial Planning Fee (see Section 19. 2.1)

6.1.4.1.1 A Collocator wishing SBC WISCONSIN to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for SBC WISCONSIN to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, SBC WISCONSIN 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 SBC WISCONSIN to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if SBC WISCONSIN is unable to provide the Collocator's requested collocation method due to space constraints and the Collocator determines that it wishes SBC WISCONSIN to consider an alternative method of collocation, the Collocator would be required to submit an additional application. This would not result in incremental application costs to the Collocator as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of the Collocator's application and initial Planning Fee payment, SBC WISCONSIN will begin development of the quotation. SBC WISCONSIN will advise the Collocator of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 6.1.4 will apply where multiple applications are received). SBC WISCONSIN 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.

6.1.4.2 In responding to an application request, if space is available, SBC WISCONSIN shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable nonrecurring and recurring rates, and the provisioning interval. SBC WISCONSIN will not select for Collocator the type of Physical Collocation to be ordered.

6.1.4.2.1 The Collocator has sixty-five (65) calendar days. After sixty-five (65) calendar days, a new application and Planning Fee are required. The Collocator has sixty-five (65) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges.

6.1.4.3 SBC WISCONSIN 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 SBC WISCONSIN's Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the

nonrecurring Planning Fee from the Collocation Rate Summary of this Appendix and fifty percent (50%) of nonrecurring 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.

6.1.4.3.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) SBC WISCONSIN will perform a cage expansion of 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 between one Collocator and another Collocator provided the Collocator is interconnected with SBC WISCONSIN's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.

6.1.4.3.2 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SBC WISCONSIN bays, SBC WISCONSIN cable racks and/or cage expansions within Active Central Office 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.

6.1.4.3.3 The construction interval for these other augments will not exceed ninety (90) days. SBC WISCONSIN will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

6.1.4.3.4 The second fifty percent (50%) payment must be received by SBC WISCONSIN no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by SBC WISCONSIN.

6.1.5 Application Quotation Interval for Physical

6.1.5.1 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

6.1.5.2 Should the Collocator submit 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.

6.1.5.3 The Collocator may obtain a shorter response interval than are set forth above by scheduling a meeting with SBC WISCONSIN at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize the Collocator's applications.

6.1.5.4 Any major revision to an application will be treated as a new application following the guidelines in Section 6.1.9 following and will be subject to the time intervals set forth above.

6.1.6 Caged, Caged Common Physical Collocation and Shared Caged Collocation Installation Interval

6.1.6.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted.

6.1.6.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, SBC WISCONSIN will deliver Caged Physical or Shared Caged 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 50% of all applicable non-recurring charges.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.6.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.9 following.

6.1.7 Cageless Physical Collocation Installation Interval

6.1.7.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted.

6.1.7.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, SBC WISCONSIN 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.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.7.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.9 following.

6.1.8 SBC WISCONSIN 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 50% of all applicable non-recurring charges where SBC WISCONSIN will be installing all or some of the bays. 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 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power

greater than 50 AMPs (e.g., 100 AMPs) per feed, SBC WISCONSIN will add thirty (30) calendar days to the provisioning interval.

6.1.9 Adjacent Space or Other Physical Collocation Arrangement Installation Intervals

6.1.9.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 6.1.1 (D) and (E) above will be reasonably related to the complexity of accommodating the requested arrangement.

6.1.10 Revisions

6.1.10.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the Physical Collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of ten percent (10%) or more of the square footage of the cage area requested; adding design and engineering requirements above those which SBC WISCONSIN normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). However, 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. The Collocator will be required to pay any applicable Planning Fees. 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.

6.2 Space Availability Determination and Resolution

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

6.2.1.1 The notification will also include a possible future space relief date, if applicable. At that time, any nonrecurring charges collected with the application, except the Planning Fee, will be returned to the Collocator.

6.2.1.2 SBC WISCONSIN will file a copy of the notification letter denying the Collocator's request with the appropriate Commission. In the event of a denial, SBC WISCONSIN 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 plans documented as provided for in Section 3.8 of the Interconnector's Collocation Services Handbook https://clec.sbc.com/clec, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any , and description of other plans, if any, that may relieve space exhaustion.

6.2.1.3 In the event SBC WISCONSIN 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 SBC WISCONSIN's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

6.2.1.4 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for the Collocator, who will participate in the tour.

6.2.1.5 SBC WISCONSIN 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. SBC WISCONSIN's representative will accompany and supervise the Collocator agent on the inspection tour.

6.2.1.6 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 SBC WISCONSIN. The Collocator and SBC WISCONSIN shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and SBC WISCONSIN reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on SBC WISCONSIN to justify the basis for any denial of collocation requests.

6.2.2 SBC WISCONSIN will submit to a requesting carrier a report indicating SBC WISCONSIN's available collocation space in a particular SBC WISCONSIN Eligible Structure upon request. 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 SBC WISCONSIN is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

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

6.2.2.1 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.

6.2.2.2 SBC WISCONSIN shall maintain a publicly available document for viewing on the Internet indicating its Eligible Structures, if any, that have no space available for Physical Collocation. SBC WISCONSIN will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space. In addition, for Central Offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to SBC WISCONSIN, such information will be placed on the website https://clec.sbc.com/clec. SBC WISCONSIN will update the public document on the first day of each month to include all newly available information.

6.2.2.3 To the extent SBC WISCONSIN has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that SBC WISCONSIN is taking to make additional space available for collocation. In order to increase the amount of space available for collocation, SBC WISCONSIN 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 shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2 of this Appendix under the definition of the term "Legitimately Exhausted Space".

6.3 Relocation

6.3.1 When SBC WISCONSIN determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. SBC WISCONSIN will notify the resident Collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, SBC WISCONSIN 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 arranging for new space. The Collocator shall be responsible 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 SBC WISCONSIN, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in SBC WISCONSIN's reasonable discretion. In addition, a Collocator's presence in SBC WISCONSIN Central Offices or adjacent space collocation structures should not prevent SBC WISCONSIN from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

6.3.2 If SBC WISCONSIN determines that a Collocator must relocate due to any of the above reasons, SBC WISCONSIN 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 SBC WISCONSIN and the Collocator, unless the Parties agree to a different financial arrangement.

6.3.3 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, SBC WISCONSIN 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.

6.4 Occupancy

6.4.1 Unless there are unusual circumstances, SBC WISCONSIN will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after SBC WISCONSIN completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SBC WISCONSIN's network or obtain access to SBC WISCONSIN Lawful UNEs within one hundred eighty (180) days after receipt of such notice. In the event that SBC WISCONSIN has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until SBC WISCONSIN allows the Collocator to interconnect. SBC WISCONSIN, 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.

6.4.2 If the Collocator fails to do so 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 (10) business day after SBC WISCONSIN 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 SBC WISCONSIN or obtain access to SBC WISCONSIN Lawful UNEs by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

6.4.3 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either SBC WISCONSIN'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 SBC WISCONSIN's network or to obtain access to SBC WISCONSIN's Lawful UNEs, for the purpose of providing this service.

6.4.4 If the Collocator causes SBC WISCONSIN to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay SBC WISCONSIN the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

6.5 Cancellation Prior to Due Date

6.5.1 In the event that the Collocator cancels its order after SBC WISCONSIN has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before SBC WISCONSIN has been paid the entire amounts due under this Appendix, then in addition to other remedies that SBC WISCONSIN might have, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. SBC WISCONSIN shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.6 Billing

6.6.1 Remittance in full of all bills rendered by either Party is due within thirty (30) calendar days of each bill date ("the Bill Due Date").

6.6.2 Billing Dispute Resolution

6.6.2.1 In the event of a bona fide dispute between a Collocator and SBC-13STATE regarding any bill for anything ordered from this Appendix, Collocator shall, prior to the Bill Due Date, give written notice to SBC-13STATE of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any Universl Service Order Code (USOC) information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.1, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.2 of this Appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.1 not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

6.6.3 Third Party Escrow Agent

6.6.3.1 Collocator shall pay all undisputed amounts to SBC WISCONSIN when due and shall pay all Disputed Amounts when due 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:

6.6.3.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

6.6.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and

6.6.3.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

6.6.3.1.4 In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:

6.6.3.1.5 The escrow account is an interest bearing account;

6.6.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Collocator; 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; All interest earned on deposits to the escrow account shall be disbursed to Collocator and SBC WISCONSIN in the same proportion as the principal;

and Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and SBC WISCONSIN (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.6.7 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.7 of this Appendix.

6.6.4 Disputed Amounts

6.6.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this Appendix.

6.6.5 Investigation Report

6.6.5.1 Upon receipt of the notice and both forms of proof required by Section 6.6.1 of this Appendix, SBC WISCONSIN shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.1 on or before the Bill Due Date, SBC WISCONSIN will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.5 of this Appendix, the Collocator must notify SBC WISCONSIN in writing within thirty (30) days following receipt of the results of SBC WISCONSIN's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.6 of this Appendix.

6.6.6 Informal Resolution of Billing Disputes

6.6.6.1 Upon receipt by SBC WISCONSIN of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing 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 dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

6.6.7 Formal Resolution of Billing Disputes

6.6.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 6.6.7 of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix.

6.6.7.2 Disputes subject to elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to the non-procedural rules of the appropriate Commission or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. An arbitration will be held in the state in which the dispute arose or in another location agreed to by the Parties if the dispute is regional in nature. The arbitration hearing will be requested to commence within sixty (60) calendar 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 thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages (as defined in the underlying Agreement), 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, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties shall work cooperatively to implement the arbitration award within the time parameters stated in the award. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.6.8 Arbitration

6.6.8.1 Disputes subject to elective arbitration under the provisions of this Appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.

6.6.8.2 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 thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have 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 Appendix.

6.6.8.3 The times specified in this Section 6.6.8 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, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties

may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.6.9 Cooperation Between Parties

6.6.9.1 Immediately upon resolution of any billing dispute, SBC WISCONSIN and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

6.6.9.1.1 SBC WISCONSIN shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of SBC WISCONSIN shall be disbursed to SBC WISCONSIN by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay SBC WISCONSIN any difference between the amount of accrued interest SBC WISCONSIN received from the escrow disbursement and the amount of Late Payment Charges SBC WISCONSIN billed and is entitled to receive pursuant to Section 6.7 of this Appendix.

6.6.10 Failure to Make Payment

6.6.10.1 Failure by the Collocator to pay any charges determined to be owed to SBC WISCONSIN within the time specified in Section 6.6.8 shall be grounds for immediate re-entry and termination of services provided under this Appendix.

6.6.11 Billing for Caged Shared and Caged Common Collocation Arrangements

6.6.11.1 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, SBC WISCONSIN shall bill the original collocator for space. However, SBC WISCONSIN 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 SBC WISCONSIN for floor space and all other applicable interconnection arrangements.

6.7 Late Payment Charge

6.7.1 If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SBC WISCONSIN as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (a) the rate used to compute the Late Payment Charge in SBC WISCONSIN's intrastate access services tariff and (b) the highest rate of interest that may be charged under SBC WISCONSIN

law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

6.8 Allowances for Interruptions

6.8.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to SBC WISCONSIN's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. No allowance for an interruption period will be provided for Physical Collocation where the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of SBC WISCONSIN.

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

6.8.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. 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.

6.8.4 When a third Party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third Party vendor.

7. USE BY OTHER LOCAL SERVICE PROVIDERS

7.1 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 SBC WISCONSIN, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SBC WISCONSIN.

7.2 SBC WISCONSIN will make shared collocation cages available to all collocators. A shared collocation cage is a Caged Collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared cage arrangements available, SBC WISCONSIN may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating Party. In those instances where SBC WISCONSIN receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SBC WISCONSIN will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.

7.2.1 SBC WISCONSIN will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SBC WISCONSIN within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more collocators have provided SBC WISCONSIN with their forecasted space requirements accompanied with a firm order and twenty five percent (25%) of non-recurring charges for the forecasted space as deposit.

7.2.2 When these criteria have been met, SBC WISCONSIN will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SBC WISCONSIN will construct the cage to the collocators' combined forecasts for the initial year. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.11 of this Appendix.

7.3 SBC WISCONSIN will not place unreasonable restrictions on Collocator's use of a cage, and as such will allow Collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-collocator no more than the prorated share (based upon square footage used exclusively or in common) of SBC WISCONSIN's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SBC WISCONSIN utilize a shared collocation cage, SBC WISCONSIN will permit each collocator to order Lawful UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

8. FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

8.1.1 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). SBC WISCONSIN will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SBC WISCONSIN that use of such cable will not impair SBC WISCONSIN's ability to service its own customers or subsequent collocators.

8.1.2 SBC WISCONSIN shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for SBC WISCONSIN cable. SBC WISCONSIN will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where SBC WISCONSIN also has access to more than two such entry points. Where such dual points of entry are not immediately available, SBC WISCONSIN 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 SBC WISCONSIN 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 SBC WISCONSIN shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both SBC WISCONSIN and the Collocator(s) in the first twelve (12) months.

8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by SBC WISCONSIN, and leaving sufficient length in the cable in order for SBC WISCONSIN to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

8.2 Demarcation Point

8.2.1 A Point of Termination (POT) Frame is not required as the demarcation point. However, the Collocator may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in SBC WISCONSIN-designated area within the Eligible Structure. If the Collocator elects not to provide a POT Frame, SBC WISCONSIN will hand off the Interconnection Arrangement(s) cables to the Collocator at its equipment.

9. USE OF DEDICATED SPACE

9.1 Nature of Use

9.1.1 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 SBC WISCONSIN under 47.U.S.C. § 251(C) (2) or accessing SBC WISCONSIN's Lawful UNEs under 47.U.S.C. § 251(C) (3) of the Act. 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 SBC WISCONSIN's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to SBC WISCONSIN's Lawful UNEs "for the provision of a telecommunications service."

9.1.2 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. SBC WISCONSIN's not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.

9.1.3 In addition, SBC WISCONSIN voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/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 customer premises shall be considered network terminating equipment."

9.1.4 SBC WISCONSIN does not allow collocation of other Multifunctional Equipment, except that SBC WISCONSIN 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 SBC WISCONSIN's network for the transmission and routing of Telephone Exchange service or Exchange Access or for access to SBC WISCONSIN's Lawful UNEs for the provision of a telecommunications service. SBC WISCONSIN voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other Multifunctional Equipment only if SBC WISCONSIN and Collocator mutually agree to such collocation.

9.1.5 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. SBC WISCONSIN will not allow collocation of stand-alone switching equipment or any enhanced services equipment.

9.1.6 SBC WISCONSIN 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 SBC WISCONSIN and Collocator mutually agree to such placement, in SBC WISCONSIN's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

9.1.7 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"), SBC WISCONSIN voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in SBC WISCONSIN's Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in SBC WISCONSIN or (2) requested by Collocator and accepted by SBC WISCONSIN 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)). SBC WISCONSIN'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 SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

9.1.8 SBC WISCONSIN does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

9.1.9 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). SBC WISCONSIN will provide the necessary backup power to ensure against power outages.

9.1.10 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 SBC WISCONSIN 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.

9.2 Equipment List

9.2.1 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 10.1, 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 SBC WISCONSIN, which consent shall not be unreasonably withheld.

9.2.2 Subsequent Requests to Place Equipment

9.2.2.1 The Collocator shall furnish SBC WISCONSIN a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

9.2.3 Limitations

9.2.3.1 SBC WISCONSIN's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment of facilities by a Collocator, is limited only to the extent that SBC WISCONSIN would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other Party to which it provides interconnection. SBC WISCONSIN will ensure that the Collocator is provided collocation space at least equal in quality to that provided to SBC WISCONSIN, its affiliates or other Parties to which it provides interconnection.

9.3 Dedicated Space Use and Access

9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities necessary (as defined by the FCC) for interconnection to SBC WISCONSIN or access to SBC WISCONSIN's Lawful UNEs. 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 SBC WISCONSIN with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

9.3.2 SBC WISCONSIN will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SBC WISCONSIN 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 SBC WISCONSIN's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2 of this Appendix).

9.3.3 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 SBC WISCONSIN, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

9.3.4 SBC WISCONSIN 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 SBC WISCONSIN and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SBC WISCONSIN's personnel.

9.4 Threat to Personnel, Network or Facilities

9.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SBC WISCONSIN's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

9.5 Interference or Impairment

9.5.1 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.

9.6 Personal Property and Its Removal

9.6.1 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 SBC WISCONSIN standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personalty 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 9.7 following.

9.7 Alterations

9.7.1 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 SBC WISCONSIN. SBC WISCONSIN shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SBC WISCONSIN has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SBC WISCONSIN provided construction shall be paid by the Collocator in accordance with SBC WISCONSIN's custom work order process.

10. STANDARDS

10.1 Minimum Standards

10.1.1 All types of network equipment placed in SBC WISCONSIN network equipment areas of Eligible Structures by SBC WISCONSIN or Collocator must meet SBC WISCONSIN 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 SBC WISCONSIN) 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 SBC WISCONSIN and its contractors when engineering and installing equipment.

10.1.2 In the event that SBC WISCONSIN denied Collocation of Collocator's equipment, citing safety standards, SBC WISCONSIN will provide within five (5) business days of Collocator's written request to SBC WISCONSIN representative(s), a list of SBC WISCONSIN equipment which SBC WISCONSIN locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such Company equipment met or exceeded the same safety standards for which Collocator's equipment was denied.

10.1.3 In the event SBC WISCONSIN 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 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, SBC WISCONSIN 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.

10.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC WISCONSIN personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 6.6.7.2 and 6.6.8 above.

10.2 INTENTIONALLY LEFT BLANK

10.3 Compliance Certification

10.3.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 9.2, Equipment List; Section 9.2.1, Subsequent Requests to Place Equipment; or otherwise, shall be compliant with minimum safety standards set forth in Section 10.1.

11. RE-ENTRY

11.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of SBC WISCONSIN's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SBC WISCONSIN may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any one 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 SBC WISCONSIN might have.

11.2 SBC WISCONSIN 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.

11.3 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.

12. INDEMNIFICATION OF SBC WISCONSIN

12.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between SBC WISCONSIN and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

12.2 Collocator shall indemnify and hold harmless SBC WISCONSIN the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against SBC WISCONSIN where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SBC WISCONSIN or its employees. The provisions in this Section are reciprocal and applicable also to SBC WISCONSIN.

12.3 SBC WISCONSIN shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SBC WISCONSIN and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC WISCONSIN and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

13. SERVICES AND MAINTENANCE

13.1 Operating Services

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

13.2 Maintenance

13.2.1 SBC WISCONSIN 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.

13.3 Equipment Staging and Storage

13.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via https://clec.sbc.com/clec.)

13.4 Legal Requirements

13.4.1 Except for Section 15, SBC WISCONSIN agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

14. SBC WISCONSIN's RIGHT OF ACCESS

14.1 SBC WISCONSIN, its agents, employees, and other SBC WISCONSIN authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by SBC WISCONSIN hereunder, and for any other purpose deemed reasonable by SBC WISCONSIN. SBC WISCONSIN 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 SBC WISCONSIN equipment, facilities and/or personnel located outside of the Dedicated Space; in such case, SBC WISCONSIN 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.

15. GENERAL

15.1 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 19.2 of this Appendix. SBC WISCONSIN 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, Remote Switch Module (RSM) related options and POT bay-related options.

15.2 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. SBC WISCONSIN 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 SBC WISCONSIN vehicles and which are designated as reserved. SBC WISCONSIN shall not unreasonably reserve for its own use all parking at the Eligible Structure.

15.3 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and SBC WISCONSIN are required to follow all posted traffic and SBC WISCONSIN signs and follow all applicable parking and traffic laws and ordinances.

15.4 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.

15.5 If SBC WISCONSIN is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, SBC WISCONSIN 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.

15.6 Should SBC WISCONSIN 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, and so on.

15.7 Should SBC WISCONSIN 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), SBC WISCONSIN shall absorb all of the costs related to such an upgrade.

15.8 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to Lawful UNEs are as set forth in the Agreement.

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 of this Appendix.

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

16.3 To insure efficient use of space, SBC WISCONSIN will provide a Physical Collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SBC WISCONSIN will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. SBC WISCONSIN will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocator.

16.4 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 SBC WISCONSIN, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SBC WISCONSIN, 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.

16.5 The Collocator may elect to install its own Point of Termination (POT) Frame, or request that SBC WISCONSIN provide and install a POT Frame, to be placed in the Collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, SBC WISCONSIN may still provide and install the required DC power panel.

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 of this Appendix for use of the Dedicated Space.

17.2 Nonrecurring Charges

17.2.1 Nonrecurring 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 SBC WISCONSIN fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Section 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

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 either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments. In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

17.3 Individual Case Basis (ICB)

17.3.1 SBC WISCONSIN 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.

17.4 Application of Rates and Charges

17.4.1 Beginning on and after the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], 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 OR AMENDMENT, AS APPLICABLE], to all existing TWTC collocation arrangements, including those established before the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE]. 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.

18. REGENERATION

18.1 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 SBC WISCONSIN'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.

19. RATE REGULATIONS

19.1 Determination of Charges Not Established in Collocation Rate Summary (Custom Work Charges).

19.1.1 Rate Elements - In the event that SBC WISCONSIN 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, SBC WISCONSIN shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

19.1.2 In the event the Collocator disputes the rate element or charge proposed by SBC WISCONSIN that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify SBC WISCONSIN of its dispute with the proposed charge in writing.

19.2 Rate Elements

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

19.2.1 Planning Fees

19.2.1.1 The Planning Fee, as specified in SBC WISCONSIN's Interconnector's Collocation Services Handbook for Physical Collocation in SBC WISCONSIN, recovers SBC WISCONSIN'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 nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 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 SBC WISCONSIN to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

19.2.2 Floor Space Charges

19.2.2.1 Caged Collocation

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

19.2.2.1.2 SBC WISCONSIN will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, 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., 50 square feet of cage space for a single bay), and will ensure that the first Collocator in SBC WISCONSIN premises will not be responsible for the entire cost of site preparation and security. 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 19.2 following. The Collocator may 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.

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

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

19.2.2.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC WISCONSIN within SBC WISCONSIN:

- Construction costs
- Operating costs

19.2.2.1.4.2 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

19.2.2.1.4.3 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

19.2.2.1.4.4 Safety and Security, per square foot

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

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

19.2.2.1.4.5 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
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

19.2.2.1.4.6 REMOTE SWITCH MODULE (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the REMOTE SWITCH MODULE (RSM) option. The Dedicated

Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

19.2.2.2 Cageless Collocation

19.2.2.2.1 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 SBC WISCONSIN within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

19.2.2.2.2 SBC WISCONSIN 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 SBC WISCONSIN premises will be responsible only for its 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.

19.2.2.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for SBC WISCONSIN within SBC WISCONSIN:

- Construction costs
- Operating costs

19.2.2.2.2.2 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

19.2.2.2.2.3 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
- Bay and aisle lights
- 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

19.2.2.2.2.4 Safety and Security

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

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

19.2.2.3 Caged Common Collocation in SBC WISCONSINs

19.2.2.3.1 The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SBC WISCONSIN within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

19.2.2.3.2 Caged Common Collocation space will be provided where space permits when five (5), or more collocators have provided SBC WISCONSIN with their forecasted space requirements accompanied with a firm order and twenty-five percent (25%) of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SBC WISCONSIN will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SBC WISCONSIN will construct the cage to the collocators' combined

forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

19.2.2.3.3 SBC WISCONSIN will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in Section 16 of this Appendix.

19.2.2.3.4 SBC WISCONSIN will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in SBC WISCONSIN's premises will be responsible only for its pro rata share of the cost of site preparation and security.

19.2.2.3.5 Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in the Collocation Rate Summary.

19.2.2.3.6 Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

19.2.2.3.6.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC WISCONSIN within SBC WISCONSIN.

- Construction costs
- Operating costs

19.2.2.3.6.2 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
- 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

19.2.2.3.6.3 Common Systems Materials Charge

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

- Installation and maintenance of iron work, racking, and lighting above the Common Cage.

19.2.2.3.6.3 Safety and Security

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

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

19.2.2.3.6.3.1 In the event SBC WISCONSIN elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC WISCONSIN's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

19.2.2.3.6.4 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
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

19.2.2.3.6.5 REMOTE SWITCH MODULE (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the REMOTE SWITCH MODULE (RSM) option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

19.2.3 DC Power Amperage Charge

19.2.3.1 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 TWTC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads (for a combined total of forty (40) AMPs),but SBC shall only bill TWTC 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 & cabling, and AC energy to convert to DC power.

19.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

19.2.3.2.1 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 in attached pricing schedule.

19.2.4 DC Power Arrangement Provisioning

19.2.4.1 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 nonrecurring and monthly rate for either 2-20 AMP, 2-50 AMP, or 2-100 AMP feeds.

19.2.5 DC Power Panel (Maximum 50 AMP)(Optional)

19.2.5.1 This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by SBC WISCONSIN.

19.2.6 DC Power Panel (Maximum 200 AMP)(Optional)

19.2.6.1 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 SBC WISCONSIN technical support. This rate element may be provided by SBC WISCONSIN.

19.2.7 Eligible Structure Ground Cable Arrangement, Each

19.2.7.1 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.

19.2.8 Security Cards

19.2.8.1 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 of this Appendix. SBC WISCONSIN will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier ONLINE website https://clec.sbc.com/clec. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and SBC WISCONSIN will issue the access and/or ID cards as soon as reasonably practical.

19.2.9 Standard Frame or Cabinet, Each (Optional)

19.2.9.1 The Collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by SBC WISCONSIN or may request that SBC WISCONSIN provide and install the bay or cabinet in the cageless space only. If the Collocator elects for SBC WISCONSIN to provide a bay or cabinet, the rates and charges are as found in the Collocation Rate Summary of this Appendix. When, at the Collocator's option, a bay or cabinet is placed in space designated by SBC WISCONSIN, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and SBC WISCONSIN facilities, previously referred to as "Point of Termination (POT) bay."

19.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath

19.2.10.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between SBC WISCONSIN designated manhole and the cable vault of the Eligible Structure.

19.2.11 Entrance Fiber Charge, Per Cable Sheath

19.2.11.1 The Entrance Fiber Charge reflects the time interval spent by SBC WISCONSIN in pulling the Collocator's cable facilities from SBC WISCONSIN designated manhole, through SBC WISCONSIN cable vault and through SBC WISCONSIN cable support structure to the Collocator's equipment.

19.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

19.2.12.1 Collocator will select one or more of the interconnection arrangements listed below.

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

19.2.12.1.1.1 SBC WISCONSIN-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's optional POT Frame or equipment bay and SBC WISCONSIN network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to SBC WISCONSIN Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and SBC WISCONSIN'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 of this Appendix.

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

19.2.12.1.2.1 SBC WISCONSIN-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's optional POT Frame or equipment bay and SBC WISCONSIN network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to SBC WISCONSIN Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and SBC WISCONSIN'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 of this Appendix.

19.2.12.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

19.2.12.1.3.1 SBC WISCONSIN provided cable arrangement that provides one hundred (100) DS0 copper (non-shielded) or (shielded) connections between the Collocator's optional POT frame or equipment bay and SBC WISCONSIN network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to SBC WISCONSIN Main Distribution Frame.

19.2.13 Optical Circuit Arrangement

19.2.13.1 This sub-element provides for the cost associated with providing twelve (12) fiber pair connection arrangements to SBC WISCONSIN network. This rate element may not

be provided by the Collocator. The Collocator will not be permitted access to SBC WISCONSIN Main Distribution Frame.

19.2.14 Bits Timing (Per two circuits) (Optional)

19.2.14.1 SBC WISCONSIN provided single signal from SBC WISCONSIN timing source to provide synchronization between a Collocator's single Network Element and SBC WISCONSIN's equipment.

19.2.15 Timing Interconnection Arrangement (Optional)

19.2.15.1 Timing lead (1 pair) of wires provided by SBC WISCONSIN to the Collocator's dedicated Collocator's Physical Collocation space or optional POT frame or equipment bay.

19.2.16 Collocation Availability Space Report Fee

19.2.16.1 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 SBC WISCONSIN is undertaking to make additional space available for collocation.

19.2.17 Pre-visits

19.2.17.1 General Applications

19.2.17.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with SBC WISCONSIN 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 SBC WISCONSIN's Eligible Structures must submit its request in writing ten (10) business days in advance. 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 SBC WISCONSIN site-specific drawings or make any notations.

19.2.17.1.2 For pre-visits, SBC WISCONSIN will limit the number of SBC WISCONSIN employees attending the pre-visit to one of SBC WISCONSIN's employee, unless a different number of SBC WISCONSIN employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the Collocator 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 SBC WISCONSIN employees spend traveling and will be based on fifteen-minute increments.

19.2.18 Construction Inspections

19.2.18.1 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 Section 4.2. If any travel expenses are incurred, the Collocator will be charged for the time SBC WISCONSIN employees spend traveling and will be based on fifteen (15)-minute increments.

19.2.19 Adjacent On-site Structure Arrangements

19.2.19.1 Adjacent On-site Structure Arrangements

19.2.19.1.1 If a Collocator elects to provide an Adjacent On-site structure as described in Section 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside SBC WISCONSIN Eligible Structure, SBC WISCONSIN will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site Structure Arrangement request. Rates and charges are found in the Collocation Rate Summary of this Appendix. In addition, should the Collocator elect to have SBC WISCONSIN provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

19.2.19.2 Adjacent On-site Planning Fee

19.2.19.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and SBC WISCONSIN on an Adjacent On-site initial or subsequent 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.

19.2.20 Adjacent Off-site Arrangement

19.2.20.1 Adjacent Off-site Structure Arrangements

19.2.20.1.1 If the Collocator elects to provide an Adjacent Off-site structure as defined in 2.0 of this Appendix and as described in Section 6.1.1 preceding, when all available space is Legitimately Exhausted inside SBC WISCONSIN Eligible Structure and Collocator's Adjacent On-site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, SBC WISCONSIN 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 SBC WISCONSIN'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 as found in the Collocation Rate Summary of this Appendix.

19.2.20.2 Planning Fee Adjacent Off-site Arrangement

19.2.20.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and SBC WISCONSIN on Adjacent Off-site initial or subsequent 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 of this Appendix.

19.2.21 Conduit Space for Adjacent Off-site Arrangement

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

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

19.2.22.1 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.

19.2.23 Miscellaneous Charges (Optional)

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

19.2.24 Collocation to Collocation Connection

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

19.2.24.1.1 Fiber Cable (12 Fibers Pair)

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

19.2.24.1.2 Copper Cable (28 DS1s)

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

19.2.24.1.3 Coax Cable (1 DS3)

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

19.2.24.1.4 Cable Racking and Hole

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

19.2.24.1.5 Route Design

19.2.24.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a nonrecurring charge.

20. RATES AND CHARGES – ILEC PRICING SCHEDULE

(See the Collocation Rate Summary of this Appendix)

21. CDOW (CLEC DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

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

21.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and SBC WISCONSIN Main Distribution Frame or its equivalent by SBC WISCONSIN 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 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 21.2 below. If Collocator selects this option, SBC WISCONSIN will install and stencil termination blocks or panels at SBC WISCONSIN 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 21.3. The Collocator's SBC WISCONSIN Approved Vendor must obtain an approved Method Procedures (MOP) from SBC WISCONSIN and follow SBC WISCONSIN's Technical Publication TP 76300MP for installation of equipment and facilities;

21.2 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and SBC WISCONSIN's Battery Distribution Fuse Bay (BDFB) by using an SBC WISCONSIN Approved Power Installation Vendor. When SBC WISCONSIN designated power termination point is at the Power Plant Primary Distribution, the Collocator's SBC WISCONSIN

Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact SBC WISCONSIN Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to SBC WISCONSIN Power Plant Primary Distribution, which will be performed by SBC WISCONSIN. 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 21.1 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's SBC WISCONSIN Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC WISCONSIN and follow SBC WISCONSIN's Technical Publication TP 76300MP for installation of equipment and facilities.

21.3 Interval (Collocator Installs Interconnection and Power Cabling)

21.3.1 The intervals set forth in this Section 21.3 apply only when Collocator installs interconnection and power cabling. SBC WISCONSIN will notify Collocator as to whether its request for space is been 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 SBC WISCONSIN determines that Collocator's Physical Collocation Application is unacceptable, SBC WISCONSIN shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC WISCONSIN 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, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

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

21.3.3 The delivery interval for Caged or Cageless Physical Collocation is determined by SBC WISCONSIN taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by 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.

21.3.3.1 The delivery interval assigned will be provided to the Collocator by SBC WISCONSIN with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by SBC WISCONSIN 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

21.3.3.2 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 SBC WISCONSIN will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.3.3.3 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.

21.3.4 The second fifty percent (50%) payment must be received by SBC WISCONSIN 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 SBC WISCONSIN.

21.3.5 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:

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

21.3.5.1 Applications (except requests for Adjacent Structure Collocation) received by SBC WISCONSIN 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 Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by SBC WISCONSIN.

21.3.5.2 This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

21.3.5.3 The delivery interval for the above Augments is determined by SBC WISCONSIN taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by 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.

21.3.5.4 The delivery interval assigned will be provided to the Collocator by SBC WISCONSIN with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by SBC WISCONSIN 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	35 calendar days
11- 20	60 calendar days	65 calendar days

21.3.5.5 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 application 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 SBC WISCONSIN 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.

21.3.6 For all Augments other than provided above, SBC WISCONSIN will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

21.3.7 Within twenty (20) calendar days or mutually agreed upon time, from SBC WISCONSIN's receipt of the confirmatory response in writing 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.

21.4 Rates Elements for SBC WISCONSIN Central Offices

21.4.1 Caged Collocation

21.4.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes 4" conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary of this Appendix. This is expressed as a non-recurring charge per sq. ft. of floor space requested.

21.4.2 DC Power Arrangement Provisioning

21.4.2.1 When the Collocator selects the option to provide and install its power cable by a SBC WISCONSIN Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to SBC WISCONSIN Battery Distribution Fuse Bay or Power Plant Primary Distribution, but SBC WISCONSIN approved power installation vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers SBC WISCONSIN Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary of this Appendix.

21.4.3 Entrance Fiber Optic Cable Arrangement

21.4.3.1 When the Collocator selects the option to pull the Collocator's provided fire retardant entrance fiber optic cable under SBC WISCONSIN observation, through SBC WISCONSIN cable vault to the Collocator's equipment with SBC WISCONSIN approved vendor, only the construction and route design charge will apply. The Collocator will not be permitted access to the cable vault, but SBC WISCONSIN approved vendor will have access. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

21.4.4 DS0 Voice Grade Interconnection Cable Arrangement

21.4.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an SBC WISCONSIN approved 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 SBC WISCONSIN approved 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 of this Appendix.

21.4.5 DS-1 Interconnection Cable Arrangement to DCS

21.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC WISCONSIN approved 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 SBC WISCONSIN approved 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 of this Appendix.

21.4.6 DS-1 Interconnection Cable Arrangement to DSX

21.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC WISCONSIN approved 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 SBC WISCONSIN approved 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 of this Appendix.

21.4.7 DS-3 Interconnection Cable Arrangement to DCS

21.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC WISCONSIN approved 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 SBC WISCONSIN approved 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 of this Appendix.

21.4.8 DS-3 Interconnection Cable Arrangement to DSX

21.4.8.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC WISCONSIN approved 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 SBC WISCONSIN approved 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 of this Appendix.

21.4.9 Fiber Interconnection Cable Arrangement

21.4.9.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC WISCONSIN approved 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 SBC WISCONSIN approved 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 of this Appendix.

21.4.10 Collocation to Collocation Connection

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

21.4.10.1.1 Fiber Cable

21.4.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC WISCONSIN approved 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 of this Appendix.

21.4.10.1.2 Copper Cable

21.4.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC WISCONSIN approved 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 of this Appendix.

21.4.10.1.3 Coax Cable

21.4.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC WISCONSIN approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.10.1.4 Cable Racking and Hole

21.4.10.1.4.1 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 in the Collocation Rate Summary of this Appendix.

21.4.10.1.5 Route Design

21.4.10.1.5.1 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 of this Appendix.

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 SBC WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to SBC WISCONSIN'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 TWTC will obtain Virtual Collocation from SBC WISCONSIN 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, TWTC 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 SBC WISCONSIN tariff, and agree not to so purchase or attempt to so purchase from any SBC WISCONSIN 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 SBC WISCONSIN to enforce the foregoing (including if SBC WISCONSIN fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to TWTC 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, SBC WISCONSIN 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 TWTC, SBC WISCONSIN 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 TWTC.

1.3 Upon request from a Collocator, SBC WISCONSIN will provide one of the following maintenance alternates for its Virtual Collocation offering:

1.3.1 In all of SBC WISCONSIN's premises, SBC WISCONSIN will offer Virtual Collocation wherein SBC WISCONSIN maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 19 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 15 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. SBC WISCONSIN may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 15 , this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that SBC WISCONSIN 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 15 is 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 SBC WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access as well as SBC

WISCONSIN provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with SBC WISCONSIN 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 SBC WISCONSIN.

1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC WISCONSIN within SBC WISCONSIN's Central Offices is contained in 19.36.1. (Rate Elements for SBC WISCONSIN Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC WISCONSIN within SBC WISCONSIN's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for SBC WISCONSIN CEVs, huts and cabinets).

1.7 Virtual Collocation provides for Interconnection to SBC WISCONSIN for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with SBC WISCONSIN provided Lawful UNEs when the Equipment is provided by the Collocator.

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

1.9 Virtual Collocation is available at SBC WISCONSIN wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in SBC WISCONSIN CEVs, huts and cabinets. Upon request, SBC WISCONSIN will provide a listing of locations of SBC WISCONSIN'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 SBC WISCONSIN. Crossconnects 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 SBC WISCONSIN's Technical Publication https://clec.sbc.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 SBC WISCONSIN under 47.U.S.C. § 251(c)(2) or accessing SBC WISCONSIN'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 SBC WISCONSIN's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to SBC WISCONSIN'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. SBC

WISCONSIN is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.

1.10.4 In addition, SBC WISCONSIN voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/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 SBC WISCONSIN does not allow collocation of other Multifunctional Equipment, except that SBC WISCONSIN 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 SBC WISCONSIN's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to SBC WISCONSIN's Lawful UNEs for the provision of a telecommunications service. SBC WISCONSIN voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if SBC WISCONSIN 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. SBC WISCONSIN will not allow collocation of stand-alone switching equipment or any enhanced services equipment.

1.10.7 SBC WISCONSIN 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 SBC WISCONSIN and Collocator mutually agree to such placement, in SBC WISCONSIN'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"), SBC WISCONSIN voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an SBC WISCONSIN Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in SBC WISCONSIN or (2) requested by Collocator and accepted by SBC WISCONSIN 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)). SBC WISCONSIN'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 SBC/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 SBC WISCONSIN network equipment areas of Eligible Structures by SBC WISCONSIN or Collocator must meet SBC WISCONSIN 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 SBC WISCONSIN) 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 SBC WISCONSIN and its contractors when engineering and installing equipment.

1.10.10 In the event that SBC WISCONSIN denied Collocation of Collocator's equipment, citing Safety Standards, SBC WISCONSIN will provide within five (5) business days of Collocator's written request to SBC WISCONSIN representative(s), a list of SBC WISCONSIN equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such SBC WISCONSIN equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.

1.10.11 In the event SBC WISCONSIN 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, SBC WISCONSIN 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 SBC WISCONSIN's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.

1.11 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 SBC WISCONSIN chooses to have its personnel present when the TWTC equipment is installed, then SBC WISCONSIN's presence will be at its own expense. However, if SBC WISCONSIN demonstrates that the TWTC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the TWTC is responsible for the quantifiable expense incurred by SBC WISCONSIN.

1.12 Federal Telecommunications Act of 1996 (the "Act")

1.12.1 SBC WISCONSIN provides Virtual Collocation for interconnection to SBC WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to SBC WISCONSIN's Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).

1.12.2 The use of Virtual Collocation for (1) interconnection to SBC WISCONSIN or (2) access to SBC WISCONSIN's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at SBC WISCONSIN wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in SBC WISCONSIN CEVs, huts and cabinets.

1.12.3 In addition, the following terms and conditions contained in the SBC WISCONSIN'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 SBC WISCONSIN 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 SBC WISCONSIN 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 SBC WISCONSIN'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 SBC WISCONSIN'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 SBC WISCONSIN'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. SBC WISCONSIN 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 SBC WISCONSIN's facilities. SBC WISCONSIN 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, SBC WISCONSIN 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 SBC WISCONSIN property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. SBC WISCONSIN and telecommunications carrier will mutually agree on the location of the designated space on SBC WISCONSIN premises where the adjacent structure will be placed. SBC WISCONSIN 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 SBC WISCONSIN or other collocators. SBC WISCONSIN 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 SBC WISCONSIN is not reached regarding the Custom Work Charge, SBC WISCONSIN 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 SBC WISCONSIN shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SBC WISCONSIN that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, SBC WISCONSIN shall file the appropriate interconnection agreement amendment. However, SBC WISCONSIN shall not delay completion of such work during

the agreement approval process. SBC WISCONSIN shall perform such work based upon provisional rates, subject to true up.

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

2.8 Dedicated Space - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in SBC WISCONSIN Eligible Structure.

2.9 Eligible Structure - Eligible Structure refers to SBC WISCONSIN's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by SBC WISCONSIN that house its network facilities, and all structures that house SBC WISCONSIN's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

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

2.11 Legitimately Exhausted – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before SBC WISCONSIN may make a determination that space in an Eligible Structure is legitimately exhausted, SBC WISCONSIN must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SBC WISCONSIN'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 6.2 of this Appendix. In making this determination, SBC WISCONSIN may reserve space for transport equipment for current year plus two years. Additionally, SBC WISCONSIN may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC WISCONSIN or for future use by SBC WISCONSIN or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SBC WISCONSIN may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (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 SBC WISCONSIN's network.

3. PROVISIONING

3.1 Virtual Collocation for Interconnection to SBC WISCONSIN or access to SBC WISCONSIN provided Lawful UNEs is ordered as set forth in SBC WISCONSIN's Interconnector's Collocation Services Handbook at https://clec.sbc.com/clec for Virtual Collocation in 13-STATES. SBC WISCONSIN will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.

3.2 SBC WISCONSIN will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. 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 SBC WISCONSIN'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 14.4.16

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 SBC WISCONSIN property. Suitable replacements are to be immediately provided to SBC WISCONSIN 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 SBC WISCONSIN Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

5.1 SBC WISCONSIN 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 SBC WISCONSIN on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, the Collocator is encouraged to provide SBC WISCONSIN with a listing of the equipment types that they plan to virtually collocate in SBC WISCONSIN's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that SBC WISCONSIN 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, SBC WISCONSIN will begin development of the quotation. SBC WISCONSIN 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, SBC WISCONSIN 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 SBC WISCONSIN 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 SBC WISCONSIN 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, SBC WISCONSIN 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 SBC WISCONSIN installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With TWTC installation of bay/sracks/frames

6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), SBC WISCONSIN shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.

6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, SBC WISCONSIN 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. SBC WISCONSIN 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 SBC WISCONSIN will be installing all or some of the bays. SBC WISCONSIN considers power to be available if sufficient power plant capacity exists, the BATTERY DISTRIBUTION FUSE BAY (BDFB) (if used) is within 100 feet of 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 SBC WISCONSIN 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 SBC WISCONSIN will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by 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 SBC WISCONSIN must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, SBC WISCONSIN will cooperatively test the collocated equipment and facilities with the Collocator.

6.3.5 SBC WISCONSIN will provide TELEPHONE INVENTORY RECORD KEEPING SYSTEM (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to TWTC at collocation space turnover. This information is used to request access and line sharing services. TWTC 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 SBC WISCONSIN 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 SBC WISCONSIN Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

6.5.2 SBC WISCONSIN 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 SBC WISCONSIN Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of 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 SBC WISCONSIN 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, SBC WISCONSIN may perform necessary repairs without prior notification. The labor rates specified in Section 14.4.17 apply to SBC WISCONSIN Central Offices and SBC WISCONSIN CEVs, huts and cabinets and are applicable for all repairs performed by SBC WISCONSIN on the Collocator's facilities and equipment.

8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide SBC WISCONSIN 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, SBC WISCONSIN will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

9.1 The Collocator will request any and all maintenance by SBC WISCONSIN on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide SBC WISCONSIN 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, SBC WISCONSIN will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

10.1 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, SBC WISCONSIN 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 SBC WISCONSIN to remove the Collocator's equipment and facilities from SBC WISCONSIN's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. SBC WISCONSIN 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. SBC WISCONSIN shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC WISCONSIN will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC WISCONSIN or its contractors during the removal process. However, Collocator will indemnify and hold SBC WISCONSIN harmless for any damage done to virtually collocated equipment if SBC WISCONSIN permits the Collocator to hire a contractor approved by SBC WISCONSIN to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC WISCONSIN 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 TWTC Virtual Collocation equipment, SBC WISCONSIN may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC WISCONSIN 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 SBC WISCONSIN 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.

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14. RATE REGULATIONS

14.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to SBC WISCONSIN under section 251(c)(2) and for access to SBC WISCONSIN provided UNEs under 251(c)(3), when the Collocator provides the equipment.

14.2 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.

14.3 Rates and charges specific to Virtual Collocation for interconnection with SBC WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to SBC WISCONSIN provided Lawful UNEs under 251(c)(3) in SBC WISCONSIN's Central Offices are set forth on Attachment 2 (Rates and Charges for SBC WISCONSIN Central Offices). Rates and charges specific to Virtual Collocation for access to SBC WISCONSIN provided Lawful UNEs in SBC WISCONSIN CEVs, huts and cabinets are set forth on the Collocation Rate Summary of this Appendix (Rates and Charges for SBC WISCONSIN CEVs, huts and cabinets).

14.4 Rate Elements for SBC WISCONSIN Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with SBC WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to SBC WISCONSIN's provided Lawful UNEs to be used in conjunction with Virtual Collocation in SBC WISCONSIN's Central Offices.

14.4.1 Planning Fee

14.4.1.1 The Planning Fee recovers SBC WISCONSIN 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 SBC WISCONSIN personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place 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 or the addition of cable. 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 of this Appendix.

14.4.2 Floor Space

14.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in SBC WISCONSIN's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary of this Appendix.

14.4.3 Relay Rack (Optional)

14.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by SBC WISCONSIN expressed as a monthly rate. SBC WISCONSIN's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to

15" deep. In those cases where an individual relay rack and associated floor space are shared by SBC WISCONSIN 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 of this Appendix.

14.4.4 Common Systems Materials

14.4.4.1 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 of this Appendix. 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.

14.4.5 Real Estate

14.4..5.1 These rate elements provide for SBC-WISCONSIN to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

14.4.5.2 Site Conditioning

14.4.5.2.1 Permits SBC WISCONSIN to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary of this Appendix

14.4.5.3 Safety and Security

14.4.5.3.1 Permits SBC WISCONSIN to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary of this Appendix.

14.4.6 Entrance Fiber Optic Arrangement

14.4.6.1 This sub-element provides for SBC WISCONSIN pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary of this Appendix.

14.4.6.2 Entrance Conduit, per sheath

14.4.6.2.1 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 of this Appendix.

14.4.7 DC Power Arrangement Provisioning

14.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at 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, SBC WISCONSIN 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 of this Appendix.

14.4.8 DC Power Amperage Charge

14.4.8.1 DC Power per AMP

14.4.8.1.1 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 TWTC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs), but SBC shall only bill TWTC 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 of this Appendix.

14.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

14.4.8.2.1 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 of this Appendix.

14.4.8.3 Ground Cable Arrangement

14.4.8.3.1 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 of this Appendix.

14.4.9 DS0 Voice Grade Interconnection Cable Arrangement

14.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between SBC WISCONSIN's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary of this Appendix.

14.4.10 DS-1 Interconnection Cable Arrangement to DIGITAL CROSS CONNECT SYSTEM (DCS)

14.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC WISCONSIN'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.

14.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

14.4.11 DS-1 Interconnection Cable Arrangement to DIGITAL SYSTEM CROSS-CONNECT FRAME (DSX)

14.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC WISCONSIN'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 of this Appendix.

14.4.12 DS-3 Interconnection Cable Arrangement to DIGITAL CROSS CONNECT SYSTEM (DCS)

14.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC WISCONSIN'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 of this Appendix.

14.4.13 DS-3 Interconnection Cable Arrangement to DIGITAL SYSTEM CROSS-CONNECT FRAME (DSX)

14.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC WISCONSIN'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 of this Appendix.

14.4.14 Fiber Interconnection Cable Arrangement

14.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between SBC WISCONSIN's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

14.4.15 Timing Source Arrangement (Optional)

14.4.15.1 SBC WISCONSIN provided single signal from SBC WISCONSIN's timing source to provide synchronization between a Collocator's single network element and SBC WISCONSIN'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 of this Appendix.

14.4.16 Training

14.4.16.1 SBC WISCONSIN is responsible for determining when training is necessary and how many of SBC WISCONSIN'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. SBC WISCONSIN will be limited to request training for four (4) of SBC WISCONSIN's personnel per location, unless a different number is mutually agreed upon by SBC WISCONSIN and Collocator.

14.4.16.2 The Collocator may have SBC WISCONSIN arrange for the required training of SBC WISCONSIN's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary of this Appendix.

14.4.16.3 If SBC WISCONSIN 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:

14.4.16.3.1 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

14.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for SBC WISCONSIN employee training.

14.4.16.3.3 arrange and pay all costs associated with SBC WISCONSIN employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for SBC WISCONSIN employee training.

14.4.16.4 SBC WISCONSIN will work cooperatively with the Collocator to schedule SBC WISCONSIN'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 SBC

WISCONSIN'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 of this Appendix will be assessed to the Collocator.

14.4.17 Maintenance and Repair Labor Rates

14.4.17.1 Maintenance of Equipment

14.4.17.1.1 This rate element is a labor rate charged by SBC WISCONSIN 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.

14.4.17.1.2 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 of this Appendix.

14.4.17.2 Repair of Equipment

14.4.17.2.1 This rate element is a labor rate charged by SBC WISCONSIN to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

14.4.17.2.2 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.

14.4.17.2.3 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 of this Appendix.

14.4.18 Collocation-to-Collocation Connection

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

14.4.18.1 Fiber Cable (12 Fiber)

14.4.18.1.1 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 of this Appendix.

14.4.18.2 Copper Cable (28 DS1s)

14.4.18.2.1 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 of this Appendix.

14.4.18.3 Coax Cable (1 DS3)

14.4.18.3.1 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 of this Appendix.

14.4.18.4 Cable Racking and Hole

14.4.18.4.1 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 of this Appendix.

14.4.18.5 Route Design

14.4.18.5.1 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 of this Appendix.

14.4.19 Equipment Evaluation Cost

14.4.19.1 This rate element is a labor rate charged by SBC WISCONSIN 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 of this Appendix.

14.4.20 Test and Acceptance

14.4.20.1 This rate element is a labor rate charged by SBC WISCONSIN 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 of this Appendix.

14.5 Rate Elements for SBC WISCONSIN's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to SBC WISCONSIN's provided Lawful UNEs in SBC WISCONSIN's CEVs, huts and cabinets.

14.5.1 Entrance Cable Fiber

14.5.1.1 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.

14.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary of this Appendix.

14.5.2 Entrance Conduit

14.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between SBC WISCONSIN CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary of this Appendix.

14.5.3 DC Power Amperage Charge

14.5.3.1 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 of this Appendix.

14.5.4 24-Foot CEV

14.5.4.1 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 of this Appendix.

14.5.5 16-Foot CEV

14.5.5.1 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 of this Appendix.

14.5.6 Maxi-Hut

14.5.6.1 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 of this Appendix.

14.5.7 Mini-Hut

14.5.7.1 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 of this Appendix.

14.5.8 Large Cabinet

14.5.8.1 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 of this Appendix.

14.5.9 Medium Cabinet

14.5.9.1 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 of this Appendix.

14.5.10 Small Cabinet

14.5.10.1 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 of this Appendix.

14.5.11 Project Coordination Fee

14.5.11.1 The project coordination fee provides for SBC WISCONSIN personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary of this Appendix.

15. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

15.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

15.2 For purposes of virtually collocating equipment, SBC WISCONSIN shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to SBC WISCONSIN and other Collocators.

15.3 After Collocator has been provided with written notification by SBC WISCONSIN that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, SBC WISCONSIN 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, SBC WISCONSIN shall not prevent the Collocator from entering the Eligible Structure. If SBC WISCONSIN does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, SBC WISCONSIN shall deliver the requested documents to Collocator immediately upon locating same.

15.4 SBC WISCONSIN will provide a security escort with the Collocator paying the expense for the escort. SBC WISCONSIN will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that SBC

WISCONSIN 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 SBC WISCONSIN as described in Section 1.3 of this Appendix.

15.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide SBC WISCONSIN with reasonable notice of the entry. Notice will be provided to SBC WISCONSIN'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 SBC WISCONSIN's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.

15.6 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 SBC WISCONSIN security standards. Disciplinary procedures shall be established in accordance with Section 16.3 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 SBC WISCONSIN or other Collocators in jeopardy.

15.7 SBC WISCONSIN may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.

15.8 SBC WISCONSIN 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 SBC WISCONSIN's equipment suppliers with equivalent access.

15.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

16. OBLIGATIONS OF THE COLLOCATOR

16.1 Indemnification of SBC WISCONSIN

16.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between SBC WISCONSIN and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between SBC WISCONSIN and Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

16.1.2 Collocator shall indemnify and hold harmless SBC WISCONSIN, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against SBC WISCONSIN where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d)

attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SBC WISCONSIN or its employees. The provisions in this Section are reciprocal and applicable also to SBC WISCONSIN.

16.1.3 SBC WISCONSIN shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SBC WISCONSIN and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC WISCONSIN and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

16.2 Insurance

The Collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

16.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of SBC WISCONSIN and Employers Liability insurance with minimum limits of $100,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $100,000 for Bodily Injury by disease-each employee.

16.2.2 Commercial General Liability insurance with minimum limits of: $2,000,000 General Aggregate limit; $1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $2,000,000 Products/Completed Operations Aggregate limit, with a $1,000,000 each occurrence sub-limit for Products/Completed Operations.

16.2.2.1 Fire Legal Liability sub-limits of $300,000 are required for lease agreements. SBC WISCONSIN will be named as an Additional Insured on the Commercial General Liability policy.

16.2.3 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. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.

16.2.4 Collocator releases SBC WISCONSIN from and waives any and all right of recovery, claim, action or cause of action against SBC WISCONSIN, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SBC WISCONSIN, its agents, directors, officers, employees, independent contractors, and

other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC WISCONSIN, and any rights of Collocator against SBC WISCONSIN for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC WISCONSIN has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

16.2.5 SBC WISCONSIN requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

16.2.6 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 SBC WISCONSIN as well. If a certificate is not received, SBC WISCONSIN will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.

16.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes SBC WISCONSIN, and SBC WISCONSIN may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SBC WISCONSIN will invoice Collocator for the costs incurred to so acquire insurance.

16.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

16.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

16.2.10 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, the coverage requirements described above shall immediately apply.

16.3 Conduct While in SBC WISCONSIN Eligible Structures

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

16.3.1.1 Theft or destruction of SBC WISCONSIN's or Collocator's property;
16.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC WISCONSIN's property;
16.3.1.3 Threats or violent acts against other persons on SBC WISCONSIN's property;
16.3.1.4 Knowing violations of any local, state or federal law on SBC WISCONSIN's property;
16.3.1.5 Permitting unauthorized persons access to SBC WISCONSIN or Collocator's equipment on SBC WISCONSIN's property; and
16.3.1.6 Carrying a weapon on SBC WISCONSIN's property.

16.3.2 In addition, Collocator and SBC WISCONSIN will take appropriate disciplinary steps as determined by each Party to address any violations reported by SBC WISCONSIN or the Collocator of SBC WISCONSIN's policies and practices on security, safety, network reliability, and business conduct as defined in SBC WISCONSIN's Interconnector's Collocation Services Handbook at https://clec.sbc.com/clec for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

16.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC WISCONSIN security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SBC WISCONSIN's own employees and authorized contractors must undergo. SBC WISCONSIN will not, however, require Collocator to receive security training from SBC WISCONSIN, 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 SBC WISCONSIN's Interconnector's Collocation Services Handbook for Virtual Collocation in SBC WISCONSIN.

17. COOPERATIVE RESPONSIBILITIES

17.1 Qualification of Collocator

17.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC WISCONSIN's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SBC WISCONSIN's own employees and authorized contractors must undergo. SBC WISCONSIN will not, however, require Collocator to receive security training from SBC WISCONSIN, 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 SBC WISCONSIN's Interconnector's Collocation Services Handbook at https://clec.sbc.com/clec for Virtual Collocation in 13-STATES.

18. 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.

18.1 Rate Elements for SBC WISCONSIN's Offices

18.1.1 This security escort charge consists of the charges for SBC WISCONSIN 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 of this Appendix.

18.2 Rate Element for SBC WISCONSIN's CEV, Hut, and Cabinets

18.2.1 The security escort charge consists of the charges for SBC WISCONSIN 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 of this Appendix.

18.3 Application of Rates and Charges

18.3.1 Beginning on and after the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], 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 OR AMENDMENT, AS APPLICABLE], to all existing TWTC collocation arrangements, including those established before the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE]. 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.

19. 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 SBC WISCONSIN Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 19 following.

19.1 Interconnection Cable

19.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and SBC WISCONSIN Main Distribution Frame (MDF) or its equivalent by SBC WISCONSIN 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 19.2. If Collocator selects this option, SBC WISCONSIN will install and stencil termination blocks or panels at SBC WISCONSIN Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the

Collocator's SBC WISCONSIN Approved Vendor. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. The Collocator's SBC WISCONSIN Approved Vendor must obtain an approved Method Procedure (MOP) from SBC WISCONSIN and follow SBC WISCONSIN's Technical Publication TP 76300MP for installation of equipment and cable facilities.

19.2 DC Power Arrangement Provisioning

19.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and SBC WISCONSIN's Battery Distribution Fuse Bay (BDFB) by SBC WISCONSIN Approved Power Installation Vendor. When SBC WISCONSIN designated power termination point is at the Power Plant Primary Distribution, the Collocator's SBC WISCONSIN Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

19.2.2 The Collocator must contact SBC WISCONSIN project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to SBC WISCONSIN Power Plant Primary Distribution, which will be performed by SBC WISCONSIN. 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.

19.2.3 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 19.1. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. The Collocator's SBC WISCONSIN Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC WISCONSIN and follow SBC WISCONSIN's Technical Publication TP 76300MP for installation of equipment and cable facilities.

19.3 Intervals and Provisioning

19.3.1 Implementation Intervals when TWTC hires SBC WISCONSIN Approved Vendor Installs Interconnection and Power Cabling

19.3.1.1 SBC WISCONSIN will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by SBC WISCONSIN. SBC WISCONSIN 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 SBC WISCONSIN determines that Collocator's Virtual Collocation Application is unacceptable, SBC WISCONSIN shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC WISCONSIN 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 19.3 is for new

and augment Virtual Collocation Applications and apply only when the Collocator installs interconnection and power cabling.

19.3.1.2 The delivery interval relates to the period in which SBC WISCONSIN shall construct and turnover to the Collocator's SBC WISCONSIN Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date SBC WISCONSIN receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide SBC WISCONSIN, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as SBC WISCONSIN has received such response and payment. If the Collocator has not provided SBC WISCONSIN such response and payment by the twelfth (12th) calendar day after the date SBC WISCONSIN notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until SBC WISCONSIN's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by SBC WISCONSIN taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by 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 SBC WISCONSIN with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by SBC WISCONSIN 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

19.3.1.3 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 SBC WISCONSIN 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 SBC WISCONSIN.

19.3.1.4 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 SBC WISCONSIN will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

19.3.1.5 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.

19.3.2 Payment

19.3.2.1 The second fifty percent (50%) payment must be received by SBC WISCONSIN prior to the space being turned over to the Collocator's SBC WISCONSIN Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's SBC WISCONSIN Approved Vendor by SBC WISCONSIN.

19.3.3 Cable Augments

19.3.3.1 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

19.3.3.1.1 168 DS1 connections and/or
19.3.3.1.2 48 DS3 connections and/or
19.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or
19.3.3.1.4 12 fiber pair connections

19.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

19.3.3.3 The cabling Augment interval is determined by SBC WISCONSIN taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by 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 SBC WISCONSIN with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by SBC WISCONSIN 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

19.3.3.4 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 SBC WISCONSIN 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.

19.3.3.5 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:

19.3.3.6 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.

19.3.4 All Other Augments

19.3.4.1 For all Augments other than provided above, SBC WISCONSIN will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

19.3.5 Walk-Through Visit

19.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from SBC WISCONSIN's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the TWTC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

19.4 Rates Elements for SBC WISCONSIN Central Offices

19.4.1 DC Power Arrangement Provisioning

19.4.1.1 When the Collocator selects the option to install the power cable by SBC WISCONSIN Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.2 DS0 Voice Grade Cable Arrangement

19.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC WISCONSIN approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.3 DS-1 Interconnection Cable Arrangement to DIGITAL CROSS CONNECT SYSTEM (DCS)

19.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC WISCONSIN approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.4 DS-1 Interconnection Cable Arrangement to DIGITAL SYSTEM CROSS-CONNECT FRAME

19.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC WISCONSIN approved vendor, the DIGITAL SYSTEM CROSS-CONNECT FRAME at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.5 DS-3 Interconnection Cable Arrangement to DIGITAL CROSS CONNECT SYSTEM (DCS)

19.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC WISCONSIN approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.6 DS-3 Interconnection Cable Arrangement to DIGITAL SYSTEM CROSS-CONNECT FRAME

19.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC WISCONSIN approved vendor, the DIGITAL SYSTEM CROSS-CONNECT FRAME at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix

19.4.7 Fiber Interconnection Cable Arrangement

19.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC WISCONSIN approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.8 Collocation to Collocation Connection

19.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

19.4.8.1.1 Fiber Cable

19.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC WISCONSIN approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.8.2.1 Copper Cable

19.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC WISCONSIN approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.8.3.1 Coax Cable

19.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC WISCONSIN approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix

19.4.8.4.1 Cable Racking and Hole

19.4.8.4.1.1 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 of this Appendix.

19.4.8.5.1 Route Design

19.4.8.5.1.1 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 of this Appendix.

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COLLOCATION RATE SUMMARY
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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
2	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**					
3	**REAL ESTATE**					
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28	
5	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56	
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97		
7	**COMMON SYSTEMS**					
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86	
9	**PLANNING**					
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	***OUAGB**	$0.09	$7.55	
11	Planning	Per Request	***OUAGB**		$5,244.43	
12	Planning - Subsequent Inter. Cabling	Per Request	***OUAGB**		$2,267.04	
13	Planning - Subsequent Power Cabling	Per Request	***OUAGB**		$2,306.10	
14	Planning - Subs. Inter./Power Cabling	Per Request	***OUAGB**		$2,884.60	
15	Planning - Non-Standard	Per Request	***OUAGB**		$1,436.00	
16	**POWER PROVISIONING**					
17	**Power Panel:**					
18	50 Amp	Per Power Panel (CLEC Provided)	**NONE**			
19	200 Amp	Per Power Panel (CLEC Provided)	**NONE**			
20	**Power Cable and Infrastructure:**					
21	Power Cable Rack	Per Four Power Cables or Quad				
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8F29**	0.25	48.23	
23	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	***OUACC**	0.25	48.23	
24	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	***OUACC**	0.25	48.23	
25	**Equipment Grounding:**					
26	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	***OUACB**	$0.03	$0.92	
27	**DC POWER AMPERAGE CHARGE**					
28	HVAC	Per 10 Amps	***OUACD**	$14.62		
29	Per Amp	Per Amp	***OUACD**	$10.61		
30	**FIBER CABLE PLACEMENT**					
31	**Central Office:**					
32	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S89Q9**	$4.85	$809.13	
33	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76		
34	**MISCELLANEOUS & OPTIONAL COST:**					
35	**MISCELLANEOUS COSTS**					
36	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
37	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
38	Space Availability Report	Per Premise	**NRLYX**		$168.04	
39	Security Access / ID Cards	Per Five Cards	***OUAGA**		$123.35	
40	Security Access / ID Cards/Expedite	Per Five Cards	***OUAGA**		$203.35	
41	**CAGE COMMON COSTS**					
42	AC Circuit Placement	Per Clec Cage (CLEC provides cage)	**NRL6O**		$5.29	
43	**INTERCONNECTION COSTS:**					
44	**ILEC TO CLEC CONNECTION**					
45	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$3.86	$156.02	
46	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$3.86	$156.02	
47	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$295.42	$3,105.79	
48	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$6.07	$486.89	
49	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$115.30	$1,809.40	
50	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$5.69	$116.67	
51	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.76	$495.49	
52	**CLEC TO CLEC CONNECTION**					
53	Cable Racking and Hole for Optical	Per Cable	**S8F4G**	$0.82		
54	Cable Racking and Hole for DS1	Per Cable	***OUACK**	$0.57		
55	Cable Racking and Hole for DS3	Per Cable	**S8F4Y**	$0.50		
56	Route Design		**NRL6W**		$424.88	
57	Connection for DS1	Per 28 Circuits (CLEC provides cable)	***OUACK**	$0.18		
58	Connection for DS3	Per Circuit (CLEC provides cable)	***OUACK**	$0.12		
59	Connection for Optical	Per Cable (CLEC provides cable)	***OUACK**	$0.31		
60	**TIME SENSITIVE ACTIVITIES**					
61	**PRE-VISITS**					
62	Colloc. Proj. Mgr. - 1st Level	Per 1/4 Hour	***OUACL**		$23.23	
63	Comm. Tech - Craft	Per 1/4 Hour	**NRL14**		$19.60	
64	CO Manager - 1st Level	Per 1/4 Hour	**NRL12**		$19.72	
65	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRL13**		$19.24	
66	**CONSTRUCTION VISITS**					
67	Project Manager - 1st Level	Per 1/4 Hour	**NRL15**		$19.24	
68	Colloc. Proj. Mgr. - 1st Level	Per 1/4 Hour	***OUACM**		$23.23	
69	**RSM Option**					
70	Additional Dedicated HVAC Charge	per request	***OUACN**		$3,100.00	
71	Dedicated power Plant Floor Space	per request	***OUACN**	$394.00		
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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
73	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**					
74	**REAL ESTATE**					
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28	
76	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56	
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97		
78	**COMMON SYSTEMS**					
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86	
80	**PLANNING**					
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	***OUAGB**	$0.09	$7.55	
82	Planning	Per Request	***OUAGB**		$5,244.43	
83	Planning - Subsequent Inter. Cabling	Per Request	***OUAGB**		$2,267.04	
84	Planning - Subsequent Power Cabling	Per Request	***OUAGB**		$2,306.10	
85	Planning - Subs. Inter./Power Cabling	Per Request	***OUAGB**		$2,884.60	
86	Planning - Non-Standard	Per Request	***OUAGB**		$1,436.00	
87	**POWER PROVISIONING**					
88	**Power Panel:**					
89	50 Amp	Per Power Panel	**OUACC**	$15.77	$3,079.47	
90	200 Amp	Per Power Panel	***OUACC**	$18.75	$3,659.46	
91	**Power Cable and Infrastructure:**					
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	***OUACC**	$7.74	$1,570.84	
93	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	***OUACC**	$9.57	$1,954.85	
94	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	***OUACC**	$11.39	$2,344.44	
95	**Equipment Grounding:**					
96	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	***OUACA**	$0.03	$0.92	
97	**DC POWER AMPERAGE CHARGE**					
98	HVAC	Per 10 Amps	***OUACD**	$14.62		
99	Per Amp	Per Amp	***OUACD**	$10.61		
100	**FIBER CABLE PLACEMENT**					
101	**Central Office:**					
102	Fiber Cable	Per Fiber Cable Sheath	***OUACE**	$4.85	$1,619.88	
103	Entrance Conduit to Vault	Per Fiber Cable Sheath	***OUACE**	$8.76		
104	**MISCELLANEOUS & OPTIONAL COST:**					
105	**MISCELLANEOUS COSTS**					
106	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
107	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
108	Space Availability Report	Per Premise	**NRLYX**		$168.04	
109	Security Access / ID Cards	Per Five Cards	***OUAGA**		$123.35	
110	Security Access / ID Cards/Expedite	Per Five Cards	***OUAGA**		$203.35	
111	**CAGE COMMON COSTS**					
112	Cage Preparation	Per Sq. Ft. of space used by CLEC	***OUACF**	$0.27	$19.70	
113	**INTERCONNECTION COSTS:**					
114	**ILEC TO CLEC CONNECTION**					
115	Voice Grade Arrangement	100 Copper Pairs	***OUACJ**	$4.92	$1,027.16	
116	Voice Grade Arrangement	100 Shielded Pairs	***OUACJ**	$4.92	$1,027.16	
117	DS1 Arrangement - DCS	28 DS1	***OUACJ**	$297.44	$3,613.06	
118	DS1 Arrangement - DSX	28 DS1	***OUACJ**	$9.79	$1,346.48	
119	DS3 Arrangement - DCS	1 DS3	***OUACJ**	$115.58	$2,181.58	
120	DS3 Arrangement - DSX	1 DS3	***OUACJ**	$7.14	$603.89	
121	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	***OUACJ**	$6.55	$1,779.78	
122	**CLEC TO CLEC CONNECTION**					
123	Cable Racking and Hole for Optical	Per Cable	**S8F4G**	$0.82		
124	Cable Racking and Hole for DS1	Per Cable	***OUACK**	$0.57		
125	Cable Racking and Hole for DS3	Per Cable	**S8F4Y**	$0.50		
126	Route Design		**NRL6W**		$424.88	
127	Connection for DS1	Per 28 Circuits	***OUACK**	$1.41	$982.35	
128	Connection for DS3	Per Circuit	***OUACK**	$1.30	$433.86	
129	Connection for Optical (Fiber)	Per Cable	***OUACK**	$1.38	$1,404.07	
130	**TIME SENSITIVE ACTIVITIES**					
131	**PRE-VISITS**					
132	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	***OUACL**		$23.23	
133	Comm. Tech - Craft	Per 1/4 Hour	**NRL14**		$19.60	
134	CO Manager - 1st Level	Per 1/4 Hour	**NRL12**		$19.72	
135	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRL13**		$19.24	
136	**CONSTRUCTION VISITS**					
137	Project Manager - 1st Level	Per 1/4 Hour	**NRL15**		$19.24	
138	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	***OUACM**		$23.23	
139	**RSM Option**					
140	Additional Dedicated HVAC Charge	Per Request	***OUACN**		$3,100.00	
141	Dedicated power Plant FLoor Space	Per Request	***OUACN**	$394.00		
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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
143	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**					
144	**REAL ESTATE**					
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81	
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57	
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21		
148	**COMMON SYSTEMS**					
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45	
150	**PLANNING**					
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	***OUAGB**	$1.13	$75.54	
152	Planning	Per Request	***OUAGB**		$4,601.93	
153	Planning - Subsequent Inter. Cabling	Per Request	***OUAGB**		$2,267.04	
154	Planning - Subsequent Power Cabling	Per Request	***OUAGB**		$2,306.10	
155	Planning - Subs. Inter./Power Cabling	Per Request	***OUAGB**		$2,884.60	
156	Planning - Non-Standard	Per Request	***OUAGB**		$1,436.00	
157	**POWER PROVISIONING**					
158	**Power Panel:**					
159	50 Amp	Per Power Panel (CLEC Provided)	**NONE**			
160	200 Amp	Per Power Panel (CLEC Provided)	**NONE**			
161	**Power Cable and Infrastructure:**					
162	Power Cable Rack	Per Four Power Cables or Quad				
163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8F29**	0.25	48.23	
164	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	***OUALC**	0.25	48.23	
165	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	***OUALC**	0.25	48.23	
166	**Equipment Grounding:**					
167	Ground Cable Placement	Per Frame	**S8FCR**	$0.33	$15.32	
168	**DC POWER AMPERAGE CHARGE**					
169	HVAC	Per 10 Amps	***OUALD**	$14.62		
170	Per Amp	Per Amp	***OUALD**	$10.61		
171	CEV, HUT & Cabinets	Per 2 inch mounting space	***OUALD**	$1.27		
172	**FIBER CABLE PLACEMENT**					
173	**Central Office:**					
174	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13	
175	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76		
176	**CEV, HUT & Cabinets:**					
177	Fiber Cable Placement	Per Fiber Cable Sheath	***OUALE**		$53.58	
178	Entrance Conduit	Per Fiber Cable Sheath	***OUALE**	$2.61		
179	**MISCELLANEOUS & OPTIONAL COST:**					
180	**MISCELLANEOUS COSTS**					
181	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
182	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
183	Space Availability Report	Per Premise	**NRLYX**		$168.04	
184	Security Access / ID Cards	Per Five Cards	***OUAGA**		$123.35	
185	Security Access / ID Cards/Expedite	Per Five Cards	***OUAGA**		$203.35	
186	**CAGELESS / POT BAY OPTIONS**					
187	Standard Equipment Bay	Each (CLEC Provided)	**NONE**			
188	Non-Standard Cabinet Bay	Each (CLEC Provided)	**NONE**			
189	VF/DS0 Termination Panel	Each (CLEC Provided)	**NONE**			
190	VF/DS0 Termination Module	Each (CLEC Provided)	**NONE**			
191	DDP-1 Panel	Each (CLEC Provided)	**NONE**			
192	DDP-1 Jack Access Card	Each (CLEC Provided)	**NONE**			
193	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	**NONE**			
194	DS3 Interconnect Module	Each (CLEC Provided)	**NONE**			
195	Fiber Optic Splitter Panel	Each (CLEC Provided)	**NONE**			
196	Fiber Termination Dual Module	Each (CLEC Provided)	**NONE**			
197	**CEV, HUT, CABINET**					
198	24 Foot CEV	2 Inch Mounting Space	**S8FQ5**	$1.64		
199	16 Foot CEV	2 Inch Mounting Space	**S8FQ6**	$1.77		
200	Maxi-Hut	2 Inch Mounting Space	**S8FQ3**	$0.77		
201	Mini-Hut	2 Inch Mounting Space	**S8FQ4**	$1.33		
202	Large Cabinet	2 Inch Mounting Space	**S8FQZ**	$1.63		
203	Medium Cabinet	2 Inch Mounting Space	**S8FQ1**	$2.19		
204	Small Cabinet	2 Inch Mounting Space	**S8FQ2**	$3.29		
205	**INTERCONNECTION COSTS:**					
206	**ILEC TO CLEC CONNECTION**					
207	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02	
208	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02	
209	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79	
210	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89	
211	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40	
212	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67	
213	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49	

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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
214	**CLEC TO CLEC CONNECTION**					
215	Cable Racking and Hole for Optical	Per Cable	**S8F4G**	$0.82		
216	Cable Racking and Hole for DS1	Per Cable	***OUALK**	$0.57		
217	Cable Racking and Hole for DS3	Per Cable	**S8F4Y**	$0.50		
218	Route Design		**NRL6W**		$424.88	
219	Connection for DS1	Per 28 Circuits (CLEC provides cable)	***OUALK**	$0.18	$0.00	
220	Connection for DS3	Per Circuit (CLEC provides cable)	***OUALK**	$0.12	$0.00	
221	Connection for Optical	Per Cable (CLEC provides cable)	***OUALK**	$0.31	$0.00	
222	**PROJECT MANAGEMENT**					
223	**CEV, HUT & CABINET**					
224	Project Coordination	Per CLEC Application	**NRL1G**		$631.17	
225	**TIME SENSITIVE ACTIVITIES**					
226	**PRE-VISITS**					
227	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	***OUACL**		$23.23	
228	Comm. Tech - Craft	Per 1/4 Hour	**NRL14**		$19.60	
229	CO Manager - 1st Level	Per 1/4 Hour	**NRL12**		$19.72	
230	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRL13**		$19.24	
231	**CONSTRUCTION VISITS**					
232	Project Manager - 1st Level	Per 1/4 Hour	**NRL15**		$19.24	
233	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	***OUACM**		$23.23	
234						
235	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**					
236	**REAL ESTATE**					
237	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81	
238	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57	
239	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21		
240	**COMMON SYSTEMS**					
241	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45	
242	**PLANNING**					
243	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	***OUAGB**	$1.13	$75.54	
244	Planning	Per Request	***OUAGB**		$4,601.93	
245	Planning - Subsequent Inter. Cabling	Per Request	***OUAGB**		$2,267.04	
246	Planning - Subsequent Power Cabling	Per Request	***OUAGB**		$2,306.10	
247	Planning - Subs. Inter./Power Cabling	Per Request	***OUAGB**		$2,884.60	
248	Planning - Non-Standard	Per Request	***OUAGB**		$1,436.00	
249	**POWER PROVISIONING**					
250	**Power Panel:**					
251	50 Amp	Per Power Panel	***OUALC**	$15.77	$3,079.47	
252	200 Amp	Per Power Panel	***OUALC**	$18.75	$3,659.46	
253	**Power Cable and Infrastructure:**					
254	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	***OUALC**	$7.74	$2,262.52	
255	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	***OUALC**	$9.57	$2,749.10	
256	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	***OUALC**	$11.39	$3,236.32	
257	**Equipment Grounding:**					
258	Ground Cable Placement	Per Frame	**S8FCR**	$0.33	$15.32	
259	**DC POWER AMPERAGE CHARGE**					
260	HVAC	Per 10 Amps	***OUALD**	$14.62		
261	Per Amp	Per Amp	***OUALD**	$10.61		
262	CEV, HUT & Cabinets	Per 2 inch mounting space	***OUALD**	$1.27		
263	**FIBER CABLE PLACEMENT**					
264	**Central Office:**					
265	Fiber Cable	Per Fiber Cable Sheath	***OUALE**	$4.85	$1,619.88	
266	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76		
267	**CEV, HUT & Cabinets:**					
268	Fiber Cable Placement	Per Fiber Cable Sheath	***OUALE**		$53.58	
269	Entrance Conduit	Per Fiber Cable Sheath	***OUALE**	$2.61		
270	**MISCELLANEOUS & OPTIONAL COST:**					
271	**MISCELLANEOUS COSTS**					
272	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
273	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
274	Space Availability Report	Per Premise	**NRLYX**		$168.04	
275	Security Access / ID Cards	Per Five Cards	***OUAGA**		$123.35	
276	Security Access / ID Cards/Expedite	Per Five Cards	***OUAGA**		$203.35	
277	**CAGELESS / POT BAY OPTIONS**					
278	Standard Equipment Bay	Each	***OUALG**	$8.89	$721.28	
279	Non-Standard Cabinet Bay	Each	***OUALG**	$17.78	$3,470.81	
280	VF/DS0 Termination Panel/Module	Each	***OUALG**	$3.10	$605.64	
281	DDP-1 Panel/Jack Access Card	Each	***OUALG**	$8.08	$1,576.65	
282	DS3/STS-1 Interconnect Panel	Each	***OUALG**	$2.38	$465.47	
283	DS3 Interconnect Module	Each	***OUALG**	$0.45	$87.35	
284	Fiber Optic Splitter Panel	Each	***OUALG**	$1.52	$297.00	
285	Fiber Termination Dual Module	Each	***OUALG**	$1.37	$267.88	

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
286	**CEV, HUT, CABINET**					
287	24 Foot CEV	2 Inch Mounting Space	**S8FQ5**	$1.64		
288	16 Foot CEV	2 Inch Mounting Space	**S8FQ6**	$1.77		
289	Maxi-Hut	2 Inch Mounting Space	**S8FQ3**	$0.77		
290	Mini-Hut	2 Inch Mounting Space	**S8FQ4**	$1.33		
291	Large Cabinet	2 Inch Mounting Space	**S8FQZ**	$1.63		
292	Medium Cabinet	2 Inch Mounting Space	**S8FQ1**	$2.19		
293	Small Cabinet	2 Inch Mounting Space	**S8FQ2**	$3.29		
294	**INTERCONNECTION COSTS:**					
295	**ILEC TO CLEC CONNECTION**					
296	Voice Grade Arrangement	100 Copper Pairs	***OUALA**	$4.92	$1,027.16	
297	Voice Grade Arrangement	100 Shielded Pairs	***OUALA**	$4.92	$1,027.16	
298	DS1 Arrangement - DCS	28 DS1	***OUALA**	$297.44	$3,613.06	
299	DS1 Arrangement - DSX	28 DS1	***OUALA**	$9.79	$1,346.48	
300	DS3 Arrangement - DCS	1 DS3	***OUALA**	$115.58	$2,181.58	
301	DS3 Arrangement - DSX	1 DS3	***OUALA**	$7.14	$603.89	
302	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	***OUALA**	$6.55	$1,779.78	
303	**CLEC TO CLEC CONNECTION**					
304	Cable Racking and Hole for Optical	Per Cable	**S8F4G**	$0.82		
305	Cable Racking and Hole for DS1	Per Cable	***OUALK**	$0.57		
306	Cable Racking and Hole for DS3	Per Cable	**S8F4Y**	$0.50		
307	Route Design		**NRL6W**		$424.88	
308	Connection for DS1	Per 28 Circuits	***OUALK**	$1.41	$982.35	
309	Connection for DS3	Per Circuit	***OUALK**	$1.30	$433.86	
310	Connection for Optical (Fiber)	Per Cable	***OUALK**	$1.38	$1,404.07	
311	**PROJECT MANAGEMENT**					
312	**CEV, HUT & CABINET**					
313	Project Coordination	Per CLEC Application	**NRL1G**		$631.17	
314	**TIME SENSITIVE ACTIVITIES**					
315	**PRE-VISITS**					
316	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	***OUACL**		$23.23	
317	Comm. Tech - Craft	Per 1/4 Hour	**NRL14**		$19.60	
318	CO Manager - 1st Level	Per 1/4 Hour	**NRL12**		$19.72	
319	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRL13**		$19.24	
320	**CONSTRUCTION VISITS**					
321	Project Manager - 1st Level	Per 1/4 Hour	**NRL15**		$19.24	
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	***OUACM**		$23.23	
323						
324	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**					
325	**REAL ESTATE**					
326	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81	
327	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57	
328	Floor Space Usage	Per Linear Foot	***OUACA**	$24.87		
329	**COMMON SYSTEMS**					
330	Common Systems - Common	Per Linear Foot	***OUACB**	$3.62	$294.37	
331	**PLANNING**					
332	Planning - Central Office	Per Linear Foot	***OUAGB**	$0.44	$29.24	
333	Planning	Per Request	***OUAGB**		$4,601.93	
334	Planning - Subsequent Inter. Cabling	Per Request	***OUAGB**		$2,267.04	
335	Planning - Subsequent Power Cabling	Per Request	***OUAGB**		$2,306.10	
336	Planning - Subs. Inter./Power Cabling	Per Request	***OUAGB**		$2,884.60	
337	Planning - Non-Standard	Per Request	***OUAGB**		$1,436.00	
338	**POWER PROVISIONING**					
339	**Power Panel:**					
340	50 Amp	Per Power Panel (CLEC provides)	**NONE**			
341	200 Amp	Per Power Panel (CLEC provides)	**NONE**			
342	**Power Cable and Infrastructure:**					
343	Power Cable Rack	Per Four Power Cables or Quad				
344	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8F29**	$0.25	$48.23	
345	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	***OUACC**	$0.25	$48.23	
346	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	***OUACC**	$0.25	$48.23	
347	**Equipment Grounding:**					
348	Ground Cable Placement	Per Linear Foot	***OUACB**	$0.13	$5.93	
349	**DC POWER AMPERAGE CHARGE**					
350	HVAC	Per 10 Amps	***OUACD**	$14.62		
351	Per Amp	Per Amp	***OUACD**	$10.61		
352	**FIBER CABLE PLACEMENT**					
353	**Central Office:**					
354	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S89Q9**	$4.85	$809.13	
355	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76		

SBC-WISCONSIN
COLLOCATION RATE SUMMARY
April 14, 2004

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
356	**MISCELLANEOUS & OPTIONAL COST:**					
357	**MISCELLANEOUS COSTS**					
358	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
359	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
360	Space Availability Report	Per Premise	**NRLYX**		$168.04	
361	Security Access / ID Cards	Per Five Cards	***OUAGA**		$123.35	
362	Security Access / ID Cards/Expedite	Per Five Cards	***OUAGA**		$203.35	
363	**CAGE COMMON COSTS**					
364	Cage Preparation	Per Linear Foot	***OUACF**	$1.00	$157.00	
365	**INTERCONNECTION COSTS:**					
366	**ILEC TO CLEC CONNECTION**					
367	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$3.86	$156.02	
368	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$3.86	$156.02	
369	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$295.42	$3,105.79	
370	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$6.07	$486.89	
371	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$115.30	$1,809.40	
372	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$5.69	$116.67	
373	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.76	$495.49	
374	**RSM Option**					
375	Additional Dedicated HVAC Charge	per request	***OUACN**		$3,100.00	
376	Dedicated power Plant Floor Space	per request	***OUACN**	$394.00		
377						
378	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**					
379	**REAL ESTATE**					
380	Site Conditioning	Per Bay	**S8FWC**		$92.81	
381	Safety & Security	Per Frame	**S8FWG**		$195.57	
382	Floor Space Usage	Per Linear Foot	***OUACA**	$24.87		
383	**COMMON SYSTEMS**					
384	Common Systems - Common	Per Linear Foot	***OUACB**	$3.62	$294.37	
385	**PLANNING**					
386	Planning - Central Office	Per Linear Foot	***OUAGB**	$0.44	$29.24	
387	Planning	Per Request	***OUAGB**		$4,601.93	
388	Planning - Subsequent Inter. Cabling	Per Request	***OUAGB**		$2,267.04	
389	Planning - Subsequent Power Cabling	Per Request	***OUAGB**		$2,306.10	
390	Planning - Subs. Inter./Power Cabling	Per Request	***OUAGB**		$2,884.60	
391	Planning - Non-Standard	Per Request	***OUAGB**		$1,436.00	
392	**POWER PROVISIONING**					
393	**Power Panel:**					
394	50 Amp	Per Power Panel	***OUACC**	$15.77	$3,079.47	
395	200 Amp	Per Power Panel	***OUACC**	$18.75	$3,659.46	
396	**Power Cable and Infrastructure:**					
397	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	***OUACC**	$7.74	$1,570.84	
398	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	***OUACC**	$9.57	$1,954.85	
399	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	***OUACC**	$11.39	$2,344.44	
400	**Equipment Grounding:**					
401	Ground Cable Placement	Per Linear Foot	***OUACA**	$0.13	$5.93	
402	**DC POWER AMPERAGE CHARGE**					
403	HVAC	Per 10 Amps	***OUACD**	$14.62		
404	Per Amp	Per Amp	***OUACD**	$10.61		
405	**FIBER CABLE PLACEMENT**					
406	**Central Office:**					
407	Fiber Cable	Per Fiber Cable Sheath	***OUACE**	$4.85	$1,619.88	
408	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76		
409	**MISCELLANEOUS & OPTIONAL COST:**					
410	**MISCELLANEOUS COSTS**					
411	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
412	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
413	Space Availability Report	Per Premise	**NRLYX**		$168.04	
414	Security Access / ID Cards	Per Five Cards	***OUAGA**		$123.35	
415	Security Access / ID Cards/Expedite	Per Five Cards	***OUAGA**		$203.35	
416	**CAGE COMMON COSTS**					
417	Cage Preparation	Per Linear Foot	***OUACF**	$1.00	$157.00	
418	**INTERCONNECTION COSTS:**					
419	**ILEC TO CLEC CONNECTION**					
420	Voice Grade Arrangement	100 Copper Pairs	***OUACJ**	$4.92	$1,027.16	
421	Voice Grade Arrangement	100 Shielded Pairs	***OUACJ**	$4.92	$1,027.16	
422	DS1 Arrangement - DCS	28 DS1	***OUACJ**	$297.44	$3,613.06	
423	DS1 Arrangement - DSX	28 DS1	***OUACJ**	$9.79	$1,346.48	
424	DS3 Arrangement - DCS	1 DS3	***OUACJ**	$115.58	$2,181.58	
425	DS3 Arrangement - DSX	1 DS3	***OUACJ**	$7.14	$603.89	
426	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	***OUACJ**	$6.55	$1,779.78	

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
427	**RSM Option**					
428	Additional Dedicated HVAC Charge	Per Request	***OUACN**		$3,100.00	
429	Dedicated power Plant FLoor Space	Per Request	***OUACN**	$394.00		
430						
431	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**					
432	**REAL ESTATE**					
433	Site Conditioning	Per Frame	***OUAVA**		$92.81	
434	Safety & Security	Per Frame	***OUAVA**		$195.57	
435	Floor Space Usage	Per Frame	**S8F62**	$28.91		
436	**COMMON SYSTEMS**					
437	Common Systems - Standard	Per Frame	**S8F64**	$10.75		
438	Common Systems - Non-Standard	Per Cabinet	**S8F65**	$19.36		
439	**PLANNING**					
440	Planning	Per Request	***OUAVP**		$5,555.76	
441	Planning - Subsequent Inter. Cabling	Per Request	***OUAVP**		$2,224.49	
442	Planning - Subsequent Power Cabling	Per Request	***OUAVP**		$2,303.84	
443	Planning - Subs. Inter./Power Cabling	Per Request	***OUAVP**		$2,882.61	
444	**POWER PROVISIONING**					
445	**Power Cable and Infrastructure:**					
446	Power Cable Rack	Per Four Power Cables or Quad				
447	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8F68**	$0.52		
448	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	***OUAVC**	$0.52		
449	**Equipment Grounding:**					
450	Ground Cable Placement	Per Frame	**S8F69**	$0.36		
451	**DC POWER AMPERAGE CHARGE**					
452	HVAC	Per 10 Amps	***OUAVD**	$14.62		
453	Per Amp	Per Amp	**S8F78**	$10.61		
454	CEV, HUT & Cabinets	Per 2 inch mounting space	***OUAVD**	$1.27		
455	**FIBER CABLE PLACEMENT**					
456	**Central Office:**					
457	Fiber Cable	Per Fiber Cable Sheath	**S8F79**	$11.01	$1,971.42	
458	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17		
459	**CEV, HUT & Cabinets:**					
460	Fiber Cable Placement	Per Fiber Cable Sheath	**S8F8F**		$53.58	
461	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$2.61		
462	**MISCELLANEOUS & OPTIONAL COST:**					
463	**MISCELLANEOUS COSTS**					
464	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F8W**	$0.08	$14.81	
465	Bits Timing	Per two circuits	**S8F7Z**	$3.58	$698.82	
466	**VIRTUAL FRAME OPTIONS**					
467	Standard Equipment Bay	Each (CLEC Provided)	**NONE**	$0.00		
468	**CEV, HUT, CABINET**					
469	24 Foot CEV	2 Inch Mounting Space	**S8FQ5**	$1.64		
470	16 Foot CEV	2 Inch Mounting Space	**S8FQ6**	$1.77		
471	Maxi-Hut	2 Inch Mounting Space	**S8FQ3**	$0.77		
472	Mini-Hut	2 Inch Mounting Space	**S8FQ4**	$1.33		
473	Large Cabinet	2 Inch Mounting Space	**S8FQZ**	$1.63		
474	Medium Cabinet	2 Inch Mounting Space	**S8FQ1**	$2.19		
475	Small Cabinet	2 Inch Mounting Space	**S8FQ2**	$3.29		
476	**INTERCONNECTION COSTS:**					
477	**ILEC TO CLEC CONNECTION**					
478	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F82**	$3.86	$225.02	
479	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8F83**	$3.86	$225.02	
480	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F8X**	$295.42	$3,496.22	
481	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F8Y**	$6.07	$651.13	
482	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F8Z**	$115.30	$2,186.12	
483	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F81**	$5.69	$204.42	
484	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F84**	$10.47	$152.71	
485	**VIRTUAL TO VIRTUAL CONNECTION**					
486	Cable Racking and Hole for Optical	Per Cable	**S8F88**	$0.90		
487	Cable Racking and Hole for DS1	Per Cable	***OUAVK**	$0.49		
488	Cable Racking and Hole for DS3	Per Cable	**S8F86**	$0.35		
489	Route Design		**NRLWG**		$463.36	
490	Connection for DS1	Per 28 Circuits (CLEC provides cable)	***OUAVK**	$0.41	$0.00	
491	Connection for DS3	Per Circuit (CLEC provides cable)	***OUAVK**	$0.27	$0.00	
492	Connection for Optical	Per Cable (CLEC provides cable)	***OUAVK**	$0.81	$0.00	
493	**PROJECT MANAGEMENT**					
494	**CEV, HUT & CABINET**					
495	Project Coordination	Per CLEC Application Augment	**NRL1G**		$631.17	

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
496	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**					
497	**CENTRAL OFFICE TYPE**					
498	Staffed CO During Normal Business Hours	Per 1/4 Hour	***OAUGA**		$15.15	
499	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	**NRL5V**		$242.35	
500	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	***OAUGA**		$15.15	
501	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	***OAUGA**		$15.15	
502	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	**NRL5W**		$242.35	
503	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	***OAUGA**		$15.15	
504	**CEV, HUT & CABINET**					
505	Per Visit	4 Hour Minium - Initial	**NRLZN**		$242.35	
506	Per Visit	Per 1/4 Hour - Additional	***OUAGA**		$15.15	
507	**ADDITIONAL LABOR ELEMENTS**					
508	**TRAINING**					
509	Communications Tech	Per 1/2 Hour	**NRLJY**		$39.21	
510	CO Manager	Per 1/2 Hour	**NRLMO**		$39.45	
511	Power Engineer	Per 1/2 Hour	**NRLNQ**		$38.47	
512	Equipment Engineer	Per 1/2 Hour	**NRLP6**		$38.47	
513	**EQUIPMENT EVALUATION COST**					
514	Equipment Engineer	Per 1/2 Hour	**NRLP7**		$38.47	
515	**TEST AND ACCEPTANCE**					
516	Communications Tech	Per 1/2 Hour	**NRLVD**		$39.21	
517						
518	**SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**					
519	**REAL ESTATE**					
520	Site Conditioning	Per Frame	***OUAVA**		$92.81	
521	Safety & Security	Per Frame	***OUAVA**		$195.57	
522	Floor Space Usage	Per Frame	**S8F62**	$28.91		
523	**COMMON SYSTEMS**					
524	Common Systems - Standard	Per Frame	**S8F64**	$10.75		
525	Common Systems - Non-Standard	Per Frame	**S8F65**	$19.36		
526	**PLANNING**					
527	Planning	Per Request	***OUAVP**		$5,555.76	
528	Planning - Subsequent Inter. Cabling	Per Request	***OUAVP**		$2,224.49	
529	Planning - Subsequent Power Cabling	Per Request	***OUAVP**		$2,303.84	
530	Planning - Subs. Inter./Power Cabling	Per Request	***OUAVP**		$2,882.61	
531	**POWER PROVISIONING**					
532	**Power Cable and Infrastructure:**					
533	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	***OUAVC**	$7.74	$1,570.84	
534	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	***OUAVC**	$9.57	$1,954.85	
535	**Equipment Grounding:**					
536	Ground Cable Placement	Per Frame	**S8F69**	$0.36		
537	**DC POWER AMPERAGE CHARGE**					
538	HVAC	Per 10 Amps	***OUAVD**	$14.62		
539	Per Amp	Per Amp	**S8F78**	$10.61		
540	CEV, HUT & Cabinets	Per 2 inch mounting space	***OUAVD**	$1.27		
541	**FIBER CABLE PLACEMENT**					
542	**Central Office:**					
543	Fiber Cable	Per Fiber Cable Sheath	**S8F79**	$11.01	$1,971.42	
544	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17		
545	**CEV, HUT & Cabinets:**					
546	Fiber Cable Placement	Per Fiber Cable Sheath	**S8F8F**		$53.58	
547	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$2.61		
548	**MISCELLANEOUS & OPTIONAL COST:**					
549	**MISCELLANEOUS COSTS**					
550	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
551	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
552	**VIRTUAL FRAME OPTIONS**					
553	Standard Equipment Bay	Each	***OUAVQ**	$22.19		
554	**CEV, HUT, CABINET**					
555	24 Foot CEV	2 Inch Mounting Space	**S8FQ5**	$1.64		
556	16 Foot CEV	2 Inch Mounting Space	**S8FQ6**	$1.77		
557	Maxi-Hut	2 Inch Mounting Space	**S8FQ3**	$0.77		
558	Mini-Hut	2 Inch Mounting Space	**S8FQ4**	$1.33		
559	Large Cabinet	2 Inch Mounting Space	**S8FQZ**	$1.63		
560	Medium Cabinet	2 Inch Mounting Space	**S8FQ1**	$2.19		
561	Small Cabinet	2 Inch Mounting Space	**S8FQ2**	$3.29		
562	**INTERCONNECTION COSTS:**					
563	**ILEC TO CLEC CONNECTION**					
564	Voice Grade Arrangement	100 Copper Pairs	***OUAVJ**	$4.94	$1,481.37	
565	Voice Grade Arrangement	100 Shielded Pairs	***OUAVJ**	$4.94	$1,481.37	
566	DS1 Arrangement - DCS	28 DS1	***OUAVJ**	$297.44	$4,067.27	
567	DS1 Arrangement - DSX	28 DS1	***OUAVJ**	$9.79	$1,800.69	

SBC-WISCONSIN
COLLOCATION RATE SUMMARY
April 14, 2004

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
568	DS3 Arrangement - DCS	1 DS3	***OUAVJ**	$115.59	$2,635.79	
569	DS3 Arrangement - DSX	1 DS3	***OUAVJ**	$7.14	$1,058.10	
570	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	***OUAVJ**	$6.55	$1,996.19	
571	**VIRTUAL TO VIRTUAL CONNECTION**					
572	Cable Racking and Hole for Optical	Per Cable	**S8F88**	$0.90		
573	Cable Racking and Hole for DS1	Per Cable	***OUAVK**	$0.49		
574	Cable Racking and Hole for DS3	Per Cable	**S8F86**	$0.35		
575	Route Design		**NRLWG**		$463.36	
576	Connection for DS1	Per 28 Circuits	***OUAVK**	$3.34	$930.53	
577	Connection for DS3	Per Circuit	***OUAVK**	$3.26	$706.77	
578	Connection for Optical	Per Cable	***OUAVK**	$3.32	$1,095.09	
579	**PROJECT MANAGEMENT**					
580	**CEV, HUT & CABINET**					
581	Project Coordination	Per CLEC Application	**NRL1G**		$631.17	
582	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**					
583	**CENTRAL OFFICE TYPE**					
584	Staffed CO During Normal Business Hours	Per 1/4 Hour	***OAUGA**		$15.15	
585	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	***OAUGA**		$242.35	
586	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	***OAUGA**		$15.15	
587	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	***OAUGA**		$15.15	
588	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	***OAUGA**		$242.35	
589	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	***OAUGA**		$15.15	
590	**CEV, HUT & CABINET**					
591	Per Visit	4 Hour Minium - Initial	**NRLZN**		$242.35	
592	Per Visit	Per 1/4 Hour - Additional	***OUAGA**		$15.15	
593	**ADDITIONAL LABOR ELEMENTS**					
594	**TRAINING**					
595	Communications Tech	Per 1/2 Hour	**NRLJY**		$39.21	
596	CO Manager	Per 1/2 Hour	**NRLMO**		$39.45	
597	Power Engineer	Per 1/2 Hour	**NRLNQ**		$38.47	
598	Equipment Engineer	Per 1/2 Hour	**NRLP6**		$38.47	
599	**EQUIPMENT EVALUATION COST**					
600	Equipment Engineer	Per 1/2 Hour	**NRLP7**		$38.47	
601	**TEST AND ACCEPTANCE**					
602	Communications Tech	Per 1/2 Hour	**NRLVD**		$39.21	
603						
604	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**					
605	**PLANNING**					
606	Planning - Initial	Per Request	***OUAGB**		$9,268.73	
607	Planning - Subsequent	Per Request	***OUAGB**		$1,606.77	
608	**REAL ESTATE**					
609	Land Rental	Per Square Foot	**S8F55**	$0.44		
610	**POWER PROVISIONING**					
611	**Power Cable and Infrastructure:**					
612	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	**NONE**			
613	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	**NONE**			
614	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	**NONE**			
615	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	**NONE**			
616	**AC Service:**					
617	Extension of 100 Amp AC Service (Opt.)	Per Request	***OUACC**		$6,447.00	
618	AC Usage	Per KWH	**S8F56**	$0.05		
619	**DC POWER AMPERAGE CHARGE**					
620	Per Amp	Per Amp	***OUACD**	$10.61		

SBC-WISCONSIN
COLLOCATION RATE SUMMARY
April 14, 2004

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
621	**FIBER CABLE PLACEMENT**					
622	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FW7**	$2.13	$488.48	
623	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8FW8**	$1.55		
624	**CABLE RACK**					
625	DC Power Cable Rack	Per Rack	***OUACD**	$13.64	$2,667.22	
626	Fiber Cable Rack	Per Rack	***OUACD**	$20.63		
627	Interconnection Arrangement (Copper) Racking	Per Rack	***OUACJ**	$30.63		
628	**CONDUIT PLACEMENT**					
629	DC Power Cable Rack	Per Rack	***OUACD**		$7,386.71	
630	Fiber Cable Rack	Per Rack	***OUACD**		$4,711.89	
631	Interconnection Arrangement (Copper) Racking	Per Rack	***OUACJ**		$5,545.50	
632	**INTERCONNECTION COSTS:**					
633	**ILEC TO CLEC CONNECTION**					
634	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3G**	$3.86	$156.02	
635	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWW**	$3.86	$156.02	
636	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2L**	$295.42	$3,105.79	
637	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2R**	$6.07	$486.89	
638	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F23**	$115.30	$1,809.40	
639	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F27**	$5.69	$116.67	
640	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F3N**	$3.76	$495.49	
641						
642	**SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**					
643	**PLANNING**					
644	Planning - Initial	Per Request	***OUAGB**		$9,268.73	
645	Planning - Subsequent	Per Request	***OUAGB**		$1,606.77	
646	**REAL ESTATE**					
647	Land Rental	Per Square Foot	**S8F55**	$0.44		
648	**POWER PROVISIONING**					
649	**Power Cable and Infrastructure:**					
650	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	***OUACC**	$13.84	$7,853.86	
651	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	***OUACC**	$13.84	$14,584.00	
652	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	***OUACC**	$13.84	$20,338.00	
653	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	***OUACC**	$13.84	$28,143.00	
654	**AC Service:**					
655	Extension of 100 Amp AC Service (Opt.)	Per Request	***OUACC**		$6,447.00	
656	AC Usage	Per KWH	**S8F56**	$0.05		
657	**DC POWER AMPERAGE CHARGE**					
658	Per Amp	Per Amp	***OUACD**	$10.61		
659	**FIBER CABLE PLACEMENT**					
660	Fiber Installation	Per Fiber Cable Sheath	**S8FW7**	$2.13	$976.96	
661	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8FW8**	$1.55		
662	**CABLE RACK**					
663	DC Power Cable Rack	Per Rack	***OUACD**	$13.64	$2,667.22	
664	Fiber Cable Rack	Per Rack	***OUACD**	$20.63		
665	Interconnection Arrangement (Copper) Racking	Per Rack	***OUACJ**	$30.63		
666	**CONDUIT PLACEMENT**					
667	DC Power Cable Rack	Per 2-Duct	***OUACD**		$7,386.71	
668	Fiber Cable Rack	Per 1-Duct	***OUACD**		$4,711.89	
669	Interconnection Arrangement (Copper) Racking	Per 2-Duct	***OUACJ**		$5,545.50	
670	**INTERCONNECTION COSTS:**					
671	**ILEC TO CLEC CONNECTION**					
672	Voice Grade Arrangement	100 Copper Pairs	***OUACJ**	$6.19	$1,371.93	
673	Voice Grade Arrangement	100 Shielded Pairs	***OUACJ**	$6.19	$1,371.93	
674	DS1 Arrangement - DCS	28 DS1	***OUACJ**	$439.98	$2,341.45	
675	DS1 Arrangement - DSX	28 DS1	***OUACJ**	$35.04	$2,341.45	
676	DS3 Arrangement - DCS	1 DS3	***OUACJ**	$242.36	$598.33	
677	DS3 Arrangement - DSX	1 DS3	***OUACJ**	$12.36	$598.33	
678	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	***OUACJ**	$8.25	$3,751.22	
679						

SBC-WISCONSIN
COLLOCATION RATE SUMMARY
April 14, 2004

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
680	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**					
681	**PLANNING**					
682	Planning	Per Request	***OUAGB**		$1,254.32	
683	**CONDUIT**					
684	Conduit Space	Per Innerduct	***OUACF**	$1.17		
685	**INTERCONNECTION COSTS:**					
686	**ILEC TO CLEC CONNECTION**					
687	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	***OUACJ**	$311.43		
688	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	***OUACJ**	$439.96		
689	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	***OUACJ**	$35.03		
690	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	***OUACJ**	$311.43		
691	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	***OUACJ**	$9.02		
692						
693	**SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**					
694	**PLANNING**					
695	Planning	Per Request	***OUAGB**		$1,254.32	
696	**CONDUIT**					
697	Conduit Space	Per Innerduct	***OUACF**	$1.17		
698	**INTERCONNECTION COSTS:**					
699	**ILEC TO CLEC CONNECTION**					
700	Voice Grade/DS0 Arrangement	900 DS0	***OUACJ**	$311.43	$485.31	
701	DS1 Arrangement - DCS	28 DS1	***OUACJ**	$439.96	$1,830.99	
702	DS1 Arrangement - DSX	28 DS1	***OUACJ**	$35.03	$1,830.99	
703	DS1 Arrangement - MDF	450 DS1	***OUACJ**	$311.43	$485.31	
704	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	***OUACJ**	$9.02	$3,370.20	
705						
706	* These are ICB USOCs (as defined in the cover Amendment of this Rate Sheet) and are subject to change and shall be superceded by Telcordia approved USOCs in accordance with Section 2 of the cover Amendment.					

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN WISCONSIN BELL, INC. d/b/a SBC WISCONSIN AND TIME WARNER TELECOM OF WISCONSIN, L.P.

The Interconnection Agreement ("the Agreement") by and between Wisconsin Bell, Inc.[1] d/b/a SBC Wisconsin ("SBC Wisconsin") and Time Warner Telecom of Wisconsin, L.P. ("TWTC") is hereby amended as follows:

(1) This Amendment is replacing the ICB USOCs in the Collocation Pricing Appendix with permanent USOCs as shown in the rate sheet attached hereto as Attachment I and incorporated herein for all purposes.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

(5) This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective ten (10) days following approval by such Commission.

[1] Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell"), is a wholly-owned subsidiary of Ameritech Corporation and now operates under the name "SBC Wisconsin", pursuant to an assumed name filing with the State of Wisconsin. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2004, by Wisconsin Bell, Inc. d/b/a SBC Wisconsin, signing by and through its duly authorized representative, and TWTC, signing by and through its duly authorized representative.

Time Warner Telecom of Wisconsin, L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings, Inc., its general partner

By: _____

Name: _____
(Print or Type)

Title: _____

(Print or Type)

Date: _____

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

By: _____

Name: _____
(Print or Type)

Title: *For/* Senior Vice President-
Industry Markets and Diversified Businesses

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

	A	B	C	D	E	F
3	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
4	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**					
5	**REAL ESTATE**					
6	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28	
7	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56	
8	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97		
9	**COMMON SYSTEMS**					
10	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86	
11	**PLANNING**					
12	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55	
13	Planning	Per Request	**NRFCD**		$5,244.43	
14	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
15	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
16	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
17	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
18	**POWER PROVISIONING**					
19	**Power Panel:**					
20	50 Amp	Per Power Panel (CLEC Provided)	**NONE**			
21	200 Amp	Per Power Panel (CLEC Provided)	**NONE**			
22	**Power Cable and Infrastructure:**					
23	Power Cable Rack	Per Four Power Cables or Quad	**NONE**			
24	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	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	Per two circuits	**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)	**NRL60**		$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**	$3.76	$495.49	
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	**RSM Option**					
72	Additional Dedicated HVAC Charge	per request	**NRFCL**		$3,100.00	
73	Dedicated power Plant Floor Space	per request	**S8GCQ**	$394.00		

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

	A	B	C	D	E	F
3	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
74						
75	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**					
76	**REAL ESTATE**					
77	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8GCE**		$9.28	
78	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8GCF**		$19.56	
79	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8GCD**	$5.97		
80	**COMMON SYSTEMS**					
81	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8GCG**	$0.44	$59.86	
82	**PLANNING**					
83	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55	
84	Planning	Per Request	**NRFCD**		$5,244.43	
85	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
86	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
87	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
88	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
89	**POWER PROVISIONING**					
90	**Power Panel:**					
91	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47	
92	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46	
93	**Power Cable and Infrastructure:**					
94	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCU**	$7.74	$1,570.84	
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	Per two circuits	**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	**RSM Option**					
142	Additional Dedicated HVAC Charge	Per Request	**NRFCL**		$3,100.00	
143	Dedicated power Plant FLoor Space	Per Request	**S8GCQ**	$394.00		
144						

	A	B	C	D	E	F
3	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
145	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**					
146	**REAL ESTATE**					
147	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81	
148	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57	
149	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21		
150	**COMMON SYSTEMS**					
151	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45	
152	**PLANNING**					
153	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54	
154	Planning	Per Request	**NRFCJ**		$4,601.93	
155	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
156	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
157	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
158	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
159	**POWER PROVISIONING**					
160	**Power Panel:**					
161	50 Amp	Per Power Panel (CLEC Provided)	**NONE**			
162	200 Amp	Per Power Panel (CLEC Provided)	**NONE**			
163	**Power Cable and Infrastructure:**					
164	Power Cable Rack	Per Four Power Cables or Quad	**NONE**			
165	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	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	Per two circuits	**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	

	A	B	C	D	E	F
3	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
216	**CLEC TO CLEC CONNECTION**					
217	Cable Racking and Hole for Optical	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 Level	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	**SBC-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		
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	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCX**	$7.74	$2,262.52	
257	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCY**	$9.57	$2,749.10	
258	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCZ**	$11.39	$3,236.32	
259	**Equipment Grounding:**					
260	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32	
261	**DC POWER AMPERAGE CHARGE**					
262	HVAC	Per 10 Amps	**S8GCS**	$14.62		
263	Per Amp	Per Amp	**S8GCR**	$10.61		
264	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27		
265	**FIBER CABLE PLACEMENT**					
266	**Central Office:**					
267	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88	
268	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76		
269	**CEV, HUT & Cabinets:**					
270	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58	
271	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61		
272	**MISCELLANEOUS & OPTIONAL COST:**					
273	**MISCELLANEOUS COSTS**					
274	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81	
275	Bits Timing	Per two circuits	**S8GEJ**	$3.58	$698.82	
276	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
277	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
278	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
279	**CAGELESS / POT BAY OPTIONS**					
280	Standard Equipment Bay	Each	**NRFCO**	$8.89	$721.28	
281	Non-Standard Cabinet Bay	Each	**NRFCP**	$17.78	$3,470.81	
282	VF/DS0 Termination Panel/Module	Each	**S8GE5**	$3.10	$605.64	
283	DDP-1 Panel/Jack Access Card	Each	**S8GE6**	$8.08	$1,576.65	
284	DS3/STS-1 Interconnect Panel	Each	**S8GE7**	$2.38	$465.47	
285	DS3 Interconnect Module	Each	**S8GE8**	$0.45	$87.35	
286	Fiber Optic Splitter Panel	Each	**S8GE9**	$1.52	$297.00	
287	Fiber Termination Dual Module	Each	**S8GFA**	$1.37	$267.88	

	A	B	C	D	E	F
3	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
288	**CEV, HUT, CABINET**					
289	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64		
290	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77		
291	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77		
292	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33		
293	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63		
294	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19		
295	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29		
296	**INTERCONNECTION COSTS:**					
297	**ILEC TO CLEC CONNECTION**					
298	Voice Grade Arrangement	100 Copper Pairs	**S8GD6**	$4.92	$1,027.16	
299	Voice Grade Arrangement	100 Shielded Pairs	**S8GD7**	$4.92	$1,027.16	
300	DS1 Arrangement - DCS	28 DS1	**S8GDL**	$297.44	$3,613.06	
301	DS1 Arrangement - DSX	28 DS1	**S8GDQ**	$9.79	$1,346.48	
302	DS3 Arrangement - DCS	1 DS3	**S8GDW**	$115.58	$2,181.58	
303	DS3 Arrangement - DSX	1 DS3	**S8GD1**	$7.14	$603.89	
304	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEE**	$6.55	$1,779.78	
305	**CLEC TO CLEC CONNECTION**					
306	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82		
307	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57		
308	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50		
309	Route Design		**NRFCX**		$424.88	
310	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35	
311	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86	
312	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07	
313	**PROJECT MANAGEMENT**					
314	**CEV, HUT & CABINET**					
315	Project Coordination	Per CLEC Application	**NRFCK**		$631.17	
316	**TIME SENSITIVE ACTIVITIES**					
317	**PRE-VISITS**					
318	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23	
319	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60	
320	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72	
321	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24	
322	**CONSTRUCTION VISITS**					
323	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24	
324	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23	
325						
326	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**					
327	**REAL ESTATE**					
328	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81	
329	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57	
330	Floor Space Usage	Per Linear Foot	**S8F9C**	$24.87		
331	**COMMON SYSTEMS**					
332	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37	
333	**PLANNING**					
334	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24	
335	Planning	Per Request	**NRFCJ**		$4,601.93	
336	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
337	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
338	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
339	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
340	**POWER PROVISIONING**					
341	**Power Panel:**					
342	50 Amp	Per Power Panel (CLEC provides)	**NONE**			
343	200 Amp	Per Power Panel (CLEC provides)	**NONE**			
344	**Power Cable and Infrastructure:**					
345	Power Cable Rack	Per Four Power Cables or Quad	**NONE**			
346	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23	
347	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23	
348	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23	
349	**Equipment Grounding:**					
350	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93	
351	**DC POWER AMPERAGE CHARGE**					
352	HVAC	Per 10 Amps	**S8GCS**	$14.62		
353	Per Amp	Per Amp	**S8GCR**	$10.61		
354	**FIBER CABLE PLACEMENT**					
355	**Central Office:**					
356	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13	
357	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76		

	A	B	C	D	E	F
3	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
358	**MISCELLANEOUS & OPTIONAL COST:**					
359	**MISCELLANEOUS COSTS**					
360	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
361	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
362	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
363	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
364	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
365	**CAGE COMMON COSTS**					
366	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00	
367	**INTERCONNECTION COSTS:**					
368	**ILEC TO CLEC CONNECTION**					
369	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02	
370	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02	
371	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79	
372	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89	
373	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40	
374	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67	
375	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49	
376	**RSM Option**					
377	Additional Dedicated HVAC Charge	per request	**NRFCL**		$3,100.00	
378	Dedicated power Plant Floor Space	per request	**S8GCQ**	$394.00		
379						
380	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**					
381	**REAL ESTATE**					
382	Site Conditioning	Per Bay	**S8GCL**		$92.81	
383	Safety & Security	Per Frame	**S8GCN**		$195.57	
384	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87		
385	**COMMON SYSTEMS**					
386	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37	
387	**PLANNING**					
388	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24	
389	Planning	Per Request	**NRFCJ**		$4,601.93	
390	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
391	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
392	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
393	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
394	**POWER PROVISIONING**					
395	**Power Panel:**					
396	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47	
397	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46	
398	**Power Cable and Infrastructure:**					
399	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GC1**	$7.74	$1,570.84	
400	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GC2**	$9.57	$1,954.85	
401	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC3**	$11.39	$2,344.44	
402	**Equipment Grounding:**					
403	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93	
404	**DC POWER AMPERAGE CHARGE**					
405	HVAC	Per 10 Amps	**S8GCS**	$14.62		
406	Per Amp	Per Amp	**S8GCR**	$10.61		
407	**FIBER CABLE PLACEMENT**					
408	**Central Office:**					
409	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88	
410	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76		
411	**MISCELLANEOUS & OPTIONAL COST:**					
412	**MISCELLANEOUS COSTS**					
413	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81	
414	Bits Timing	Per two circuits	**S8GEJ**	$3.58	$698.82	
415	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
416	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
417	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
418	**CAGE COMMON COSTS**					
419	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00	
420	**INTERCONNECTION COSTS:**					
421	**ILEC TO CLEC CONNECTION**					
422	Voice Grade Arrangement	100 Copper Pairs	**S8GD8**	$4.92	$1,027.16	
423	Voice Grade Arrangement	100 Shielded Pairs	**S8GD9**	$4.92	$1,027.16	
424	DS1 Arrangement - DCS	28 DS1	**S8GDM**	$297.44	$3,613.06	
425	DS1 Arrangement - DSX	28 DS1	**S8GDR**	$9.79	$1,346.48	
426	DS3 Arrangement - DCS	1 DS3	**S8GDX**	$115.58	$2,181.58	
427	DS3 Arrangement - DSX	1 DS3	**S8GD2**	$7.14	$603.89	
428	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEF**	$6.55	$1,779.78	

	A	B	C	D	E	F
3	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
429	**RSM Option**					
430	Additional Dedicated HVAC Charge	Per Request	**NRFCL**		$3,100.00	
431	Dedicated power Plant FLoor Space	Per Request	**S8GCQ**	$394.00		
432						
433	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**					
434	**REAL ESTATE**					
435	Site Conditioning	Per Frame	**S8FX5**		$92.81	
436	Safety & Security	Per Frame	**S8FX6**		$195.57	
437	Floor Space Usage	Per Frame	**S8F62**	$28.91		
438	**COMMON SYSTEMS**					
439	Common Systems - Standard	Per Frame	**S8F64**	$10.75		
440	Common Systems - Non-Standard	Per Cabinet	**S8F65**	$19.36		
441	**PLANNING**					
442	Planning	Per Request	**NRM99**		$5,555.76	
443	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49	
444	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84	
445	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61	
446	**POWER PROVISIONING**					
447	**Power Cable and Infrastructure:**					
448	Power Cable Rack	Per Four Power Cables or Quad	**NONE**			
449	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GFO**	$0.52		
450	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GFP**	$0.52		
451	**Equipment Grounding:**					
452	Ground Cable Placement	Per Frame	**S8F69**	$0.36		
453	**DC POWER AMPERAGE CHARGE**					
454	HVAC	Per 10 Amps	**S8FXO**	$14.62		
455	Per Amp	Per Amp	**S8FXN**	$10.61		
456	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27		
457	**FIBER CABLE PLACEMENT**					
458	**Central Office:**					
459	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42	
460	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17		
461	**CEV, HUT & Cabinets:**					
462	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58	
463	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61		
464	**MISCELLANEOUS & OPTIONAL COST:**					
465	**MISCELLANEOUS COSTS**					
466	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81	
467	Bits Timing	Per two circuits	**S8FXS**	$3.58	$698.82	
468	**VIRTUAL FRAME OPTIONS**					
469	Standard Equipment Bay	Each (CLEC Provided)	**NONE**			
470	**CEV, HUT, CABINET**					
471	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64		
472	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77		
473	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77		
474	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33		
475	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63		
476	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19		
477	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29		
478	**INTERCONNECTION COSTS:**					
479	**ILEC TO CLEC CONNECTION**					
480	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F82**	$3.86	$225.02	
481	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8F83**	$3.86	$225.02	
482	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F8X**	$295.42	$3,496.22	
483	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F8Y**	$6.07	$651.13	
484	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F8Z**	$115.30	$2,186.12	
485	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F81**	$5.69	$204.42	
486	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F84**	$10.47	$152.71	
487	**VIRTUAL TO VIRTUAL CONNECTION**					
488	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90		
489	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49		
490	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35		
491	Route Design		**NRLWF**		$463.36	
492	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFQ**	$0.41	$0.00	
493	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFR**	$0.27	$0.00	
494	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFS**	$0.81	$0.00	
495	**PROJECT MANAGEMENT**					
496	**CEV, HUT & CABINET**					
497	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17	

	A	B	C	D	E	F
3	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
498	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**					
499	**CENTRAL OFFICE TYPE**					
500	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15	
501	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMHN**		$242.35	
502	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15	
503	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15	
504	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMJ9**		$242.35	
505	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15	
506	**CEV, HUT & CABINET**					
507	Per Visit	4 Hour Minium - Initial	**NRMJ9**		$242.35	
508	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15	
509	**ADDITIONAL LABOR ELEMENTS**					
510	**TRAINING**					
511	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21	
512	CO Manager	Per 1/2 Hour	**NRME9**		$39.45	
513	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47	
514	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47	
515	**EQUIPMENT EVALUATION COST**					
516	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47	
517	**TEST AND ACCEPTANCE**					
518	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21	
519						
520	**SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**					
521	**REAL ESTATE**					
522	Site Conditioning	Per Frame	**S8FX5**		$92.81	
523	Safety & Security	Per Frame	**S8FX6**		$195.57	
524	Floor Space Usage	Per Frame	**S8FX1**	$28.91		
525	**COMMON SYSTEMS**					
526	Common Systems - Standard	Per Frame	**S8FX3**	$10.75		
527	Common Systems - Non-Standard	Per Frame	**S8FX4**	$19.36		
528	**PLANNING**					
529	Planning	Per Request	**NRM99**		$5,555.76	
530	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49	
531	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84	
532	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61	
533	**POWER PROVISIONING**					
534	**Power Cable and Infrastructure:**					
535	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8FX7**	$7.74	$1,570.84	
536	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8FX8**	$9.57	$1,954.85	
537	**Equipment Grounding:**					
538	Ground Cable Placement	Per Frame	**S8FX9**	$0.36		
539	**DC POWER AMPERAGE CHARGE**					
540	HVAC	Per 10 Amps	**S8FXO**	$14.62		
541	Per Amp	Per Amp	**S8FXN**	$10.61		
542	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27		
543	**FIBER CABLE PLACEMENT**					
544	**Central Office:**					
545	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42	
546	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17		
547	**CEV, HUT & Cabinets:**					
548	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58	
549	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61		
550	**MISCELLANEOUS & OPTIONAL COST:**					
551	**MISCELLANEOUS COSTS**					
552	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81	
553	Bits Timing	Per two circuits	**S8FXS**	$3.58	$698.82	
554	**VIRTUAL FRAME OPTIONS**					
555	Standard Equipment Bay	Each	**S8FX2**	$22.19		
556	**CEV, HUT, CABINET**					
557	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64		
558	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77		
559	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77		
560	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33		
561	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63		
562	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19		
563	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29		

	A	B	C	D	E	F
3	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
564	**INTERCONNECTION COSTS:**					
565	**ILEC TO CLEC CONNECTION**					
566	Voice Grade Arrangement	100 Copper Pairs	**S8FXC**	$4.94	$1,481.37	
567	Voice Grade Arrangement	100 Shielded Pairs	**S8FXD**	$4.94	$1,481.37	
568	DS1 Arrangement - DCS	28 DS1	**S8FXE**	$297.44	$4,067.27	
569	DS1 Arrangement - DSX	28 DS1	**S8FXF**	$9.79	$1,800.69	
570	DS3 Arrangement - DCS	1 DS3	**S8FXG**	$115.59	$2,635.79	
571	DS3 Arrangement - DSX	1 DS3	**S8FXH**	$7.14	$1,058.10	
572	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8FXJ**	$6.55	$1,996.19	
573	**VIRTUAL TO VIRTUAL CONNECTION**					
574	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90		
575	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49		
576	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35		
577	Route Design		**NRML9**		$463.36	
578	Connection for DS1	Per 28 Circuits	**S8FXL**	$3.34	$930.53	
579	Connection for DS3	Per Circuit	**S8FXM**	$3.26	$706.77	
580	Connection for Optical	Per Cable	**S8FXK**	$3.32	$1,095.09	
581	**PROJECT MANAGEMENT**					
582	**CEV, HUT & CABINET**					
583	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17	
584	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**					
585	**CENTRAL OFFICE TYPE**					
586	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15	
587	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMHN**		$242.35	
588	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15	
589	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15	
590	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMJ9**		$242.35	
591	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15	
592	**CEV, HUT & CABINET**					
593	Per Visit	4 Hour Minium - Initial	**NRMJ9**		$242.35	
594	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15	
595	**ADDITIONAL LABOR ELEMENTS**					
596	**TRAINING**					
597	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21	
598	CO Manager	Per 1/2 Hour	**NRME9**		$39.45	
599	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47	
600	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47	
601	**EQUIPMENT EVALUATION COST**					
602	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47	
603	**TEST AND ACCEPTANCE**					
604	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21	
605						
606	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**					
607	**PLANNING**					
608	Planning - Initial	Per Request	**NRFA1**		$9,268.73	
609	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77	
610	**REAL ESTATE**					
611	Land Rental	Per Square Foot	**S8GEN**	$0.44		
612	**POWER PROVISIONING**					
613	**Power Cable and Infrastructure:**					
614	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	**NONE**			
615	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	**NONE**			
616	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	**NONE**			
617	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	**NONE**			
618	**AC Service:**					
619	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00	
620	AC Usage	Per KWH	**S8GEO**	$0.05		

	A	B	C	D	E	F
3	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
621	**DC POWER AMPERAGE CHARGE**					
622	Per Amp	Per Amp	**S8GCR**	$10.61		
623	**FIBER CABLE PLACEMENT**					
624	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8GF4**	$2.13	$488.48	
625	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55		
626	**CABLE RACK**					
627	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22	
628	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63		
629	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63		
630	**CONDUIT PLACEMENT**					
631	DC Power Cable Rack	Per Rack	**S8GES**		$7,386.71	
632	Fiber Cable Rack	Per Rack	**S8GET**		$4,711.89	
633	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GEU**		$5,545.50	
634	**INTERCONNECTION COSTS:**					
635	**ILEC TO CLEC CONNECTION**					
636	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3G**	$3.86	$156.02	
637	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWW**	$3.86	$156.02	
638	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2L**	$295.42	$3,105.79	
639	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2R**	$6.07	$486.89	
640	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F23**	$115.30	$1,809.40	
641	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F27**	$5.69	$116.67	
642	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F3N**	$3.76	$495.49	
643						
644	**SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**					
645	**PLANNING**					
646	Planning - Initial	Per Request	**NRFA1**		$9,268.73	
647	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77	
648	**REAL ESTATE**					
649	Land Rental	Per Square Foot	**S8GEN**	$0.44		
650	**POWER PROVISIONING**					
651	**Power Cable and Infrastructure:**					
652	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC4**	$13.84	$7,853.86	
653	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	**S8GC5**	$13.84	$14,584.00	
654	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	**S8GC6**	$13.84	$20,338.00	
655	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	**S8GC7**	$13.84	$28,143.00	
656	**AC Service:**					
657	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00	
658	AC Usage	Per KWH	**S8GEO**	$0.05		
659	**DC POWER AMPERAGE CHARGE**					
660	Per Amp	Per Amp	**S8GCR**	$10.61		
661	**FIBER CABLE PLACEMENT**					
662	Fiber Installation	Per Fiber Cable Sheath	**S8GDF**	$2.13	$976.96	
663	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55		
664	**CABLE RACK**					
665	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22	
666	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63		
667	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63		
668	**CONDUIT PLACEMENT**					
669	DC Power Cable Rack	Per 2-Duct	**S8GES**		$7,386.71	
670	Fiber Cable Rack	Per 1-Duct	**S8GET**		$4,711.89	
671	Interconnection Arrangement (Copper) Racking	Per 2-Duct	**S8GEU**		$5,545.50	
672	**INTERCONNECTION COSTS:**					
673	**ILEC TO CLEC CONNECTION**					
674	Voice Grade Arrangement	100 Copper Pairs	**S8GEA**	$6.19	$1,371.93	
675	Voice Grade Arrangement	100 Shielded Pairs	**S8GEB**	$6.19	$1,371.93	
676	DS1 Arrangement - DCS	28 DS1	**S8GDN**	$439.98	$2,341.45	
677	DS1 Arrangement - DSX	28 DS1	**S8GDS**	$35.04	$2,341.45	
678	DS3 Arrangement - DCS	1 DS3	**S8GDY**	$242.36	$598.33	
679	DS3 Arrangement - DSX	1 DS3	**S8GD3**	$12.36	$598.33	
680	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	**S8GEG**	$8.25	$3,751.22	
681						

	A	B	C	D	E	F
3	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
682	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**					
683	**PLANNING**					
684	Planning	Per Request	**NRFA3**		$1,254.32	
685	**CONDUIT**					
686	Conduit Space	Per Innerduct	**S8GEW**	$1.17		
687	**INTERCONNECTION COSTS:**					
688	**ILEC TO CLEC CONNECTION**					
689	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF5**	$311.43		
690	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	**S8GF6**	$439.96		
691	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	**S8GF7**	$35.03		
692	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF8**	$311.43		
693	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF9**	$9.02		
694						
695	**SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**					
696	**PLANNING**					
697	Planning	Per Request	**NRFA3**		$1,254.32	
698	**CONDUIT**					
699	Conduit Space	Per Innerduct	**S8GEW**	$1.17		
700	**INTERCONNECTION COSTS:**					
701	**ILEC TO CLEC CONNECTION**					
702	Voice Grade/DS0 Arrangement	900 DS0	**S8GEC**	$311.43	$485.31	
703	DS1 Arrangement - DCS	28 DS1	**S8GDO**	$439.96	$1,830.99	
704	DS1 Arrangement - DSX	28 DS1	**S8GDT**	$35.03	$1,830.99	
705	DS1 Arrangement - MDF	450 DS1	**S8GDU**	$311.43	$485.31	
706	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEH**	$9.02	$3,370.20	

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
TIME WARNER TELECOM OF WISCONSIN, L.P.

This UNE Conforming Amendment and Term Extension is to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and Time Warner Telecom of Wisconsin, L.P ("TWTC").

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 251(c); 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;

WHEREAS, having agreed to incorporate change in the law as specified herein, the Parties have agreed to extend the term of their interconnection agreement(s),

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended, as follows, to ensure that the terms and conditions of the Agreement related to specific network elements made available hereunder on an unbundled basis under Sections 252(c)(3) and (d)(2) are conformed so as to be consistent with applicable federal law:

1.1 Pursuant to the *TRO* and to the decision in *USTA II*, *except as provided in Paragraph 2.1*, nothing in the Agreement requires SBC Wisconsin to provide to TWTC any of the following items, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:

> (i) entrance facilities; (ii) dedicated transport, at any level, including but not limited to DSO, OCn, DS1, DS3, or dark fiber transport; (iii) local circuit switching [or any other form of circuit switching]; (iv) OCn loops, DS1 or DS3 loops, or dark fiber loops; (v) the feeder portion of the loop; (vi) the "high frequency portion of the loop" (including as used in line sharing); (vii) any call-related database (other than the 911 and E911 databases), that is not provisioned in connection with TWTC's use of SBC Wisconsin's unbundled local circuit switching (as local circuit switching is no longer, or is no longer to be, provided under this

Agreement on an unbundled basis, SBC Wisconsin is not obligated to provide, and TWTC shall not request such call-related databases, other than the 911 and E911 databases, under this Agreement); (viii) SS7 signaling that is not provisioned in connection with TWTC's use of SBC Wisconsin's unbundled local circuit switching (as local circuit switching is no longer, or is no longer to be, provided under this Agreement on an unbundled basis, SBC Wisconsin is not obligated to provide, and TWTC shall not request, SS7 signaling under this Agreement); (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 C.F.R. § 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; (xi) fiber-to-the-home Loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops"), except to the extent that SBC Wisconsin has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC Wisconsin will provide nondiscriminatory access to a transmission path capable of voice grade service over the FTTH loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

1.2 For purposes of this Amendment, the following elements shall be referred to as the "USTA II Elements":

1.2.1 local circuit switching for "mass market" customers (as used in the *TRO*) (per vacatur of 47 C.F.R. § 51.319(d)(2),(5));

1.2.2 DS1 and DS3 dedicated transport (per vacatur of 47 C.F.R. § 51.319(e)); and

1.2.3 DS1 and DS3 loops (per vacatur of 47 C.F.R. § 51.319(a)(4),(5),(7)), and dark fiber loops and transport (per vacatur of 47 C.F.R. § 51.319(e) and 47 C.F.R. § 51.319(a)(6)).

2.1 USTA II Elements. SBC Wisconsin shall provide under this Agreement, on an unbundled basis, the USTA II Elements until the earlier of (a) the effective date of final unbundling rules promulgated by the FCC; or (b) the date that is six (6) months after Federal Register publication of the Order and Notice of Proposed Rulemaking, *In the Matter of 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 04-179 (rel. Aug. 20, 2004) ("*Interim Order*"), that date being through March 14, 2005 , except to the extent that the rates, terms and conditions are or have been superseded by (1) voluntarily negotiated agreements between SBC Wisconsin and TWTC, (2) an intervening FCC order affecting specific unbundling obligations (*e.g.*, an order addressing a pending petition for reconsideration), or (3) (with respect to rates only) a state public utility commission order raising the rates for network elements. In the event the *Interim Order* is withdrawn, vacated or stayed, or is otherwise determined to be invalid ("*Interim Order Exclusion*") prior to March 15, 2005, the Parties agree to negotiate an amendment to the Agreement consistent with the *Interim Order Exclusion.*

2.1.1 To the extent the Agreement is still in effect following the occurrence of the earlier of (a) or (b), above, the following shall occur:

2.1.1.1 If (a) -- The Interim Order Exclusion shall expire, and the general rule of Paragraph 1.1 shall become fully applicable and effective as to each of the USTA II Elements (subject to the Notice and Transition set forth in Section 3.1, below); provided, however,

that any USTA II Element for which the FCC has adopted a rule(s) requiring that such USTA II Element must be made available under Section 251(c)(3) shall continue to be provided by SBC Wisconsin in accordance with rates, terms and conditions of the Agreement related to those USTA II Element(s) that were in effect prior to the Effective Date of the Amendment, to the extent they are consistent with the new FCC rule(s), all subject to any subsequent amendments permitted by the *Interim Order*. In any event, the Parties shall incorporate rates, terms and conditions that fully reflect the new FCC rule(s) for any such USTA II Element into the Agreement by an amendment, approved by the Commission.

2.1.1.2 If (b) -- The Interim Order Exclusion shall expire, and the general rule of Paragraph 1.1 shall become fully applicable and effective as to the USTA II Elements (subject to the Notice and Transition set forth in Section 3.1, below).

2.1.1.3 If (c) – The Interim Order Exclusion shall expire, and the general rule of Paragraph 1.1 shall become fully applicable and effective as to the USTA II Elements as of January 1, 2005 (subject to the Notice and Transition set forth in Section 3.1, below).

2.1.2 Nothing in this Paragraph 2.1 shall affect the application of Paragraph 1.1 to elements that are *not* USTA II Elements.

3.1 Notice and Transition. In addition, if the Interim Order Exclusion ends because Section 2.1(a) occurs, and the FCC determines that one or more additional network elements are no longer required to be unbundled under Section 251(c)(3), then SBC Wisconsin 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 TWTC under the Agreement, and the following notice and transition procedure shall apply:

3.1.1 SBC Wisconsin will provide written notice to TWTC 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 sixty (60) days from the date of such notice, SBC Wisconsin agrees to continue providing such network element(s) under the terms of the Agreement.

3.1.1.1 Upon receipt of such written notice, TWTC will cease new orders for such network element(s) that are identified in the SBC Wisconsin notice letter. SBC Wisconsin reserves the right to monitor, review, and/or reject TWTC orders transmitted to SBC Wisconsin and, to the extent that the TWTC has submitted orders and such orders are provisioned after this sixty (60) day transitional period, such network elements are still subject to this Paragraph 3.1, including the TWTC options set forth in subparagraph 3.1.1.2 below, and SBC Wisconsin's right of conversion in the event the TWTC options are not accomplished by the end of the sixty (60) day transitional period.

3.1.1.2 During such sixty (60) day transitional period, the following options are available to TWTC with regard to the network element(s) identified in the SBC Wisconsin notice, including the combination or other arrangement in which the network element(s) were previously provided:

(i) TWTC 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) SBC Wisconsin and TWTC 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 sixty (60) day transitional period, unless TWTC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 3.1.1.2(i), above, and if TWTC and SBC Wisconsin have failed to reach agreement, under subparagraph 3.1.1.2(ii), above, as to a substitute service arrangement or element, then SBC Wisconsin will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

4. Except as prohibited or otherwise affected by the *Interim Order*, nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

5. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

6. Nothing in this Amendment shall be deemed to amend or to affect the right of a Party to exercise any right of termination it may have under the Agreement.

7. Upon written request of either Party, the Parties will amend any and all Agreement pricing schedules to accurately reflect the terms and conditions of this Amendment.

8. The Parties agree that the term of their Agreement as specified in Section 5 of the General Terms and Conditions (Effective Date Term and Termination) shall be modified to read December 15, 2006. The remainder of Section 5 shall continue in full force and effect.

9. Notwithstanding any contrary provision in the Agreement, this Amendment, or any SBC Wisconsin tariff, nothing contained in the Agreement, this Amendment, or any SBC Wisconsin tariff shall limit SBC Wisconsin's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Wisconsin Commission, the FCC, any court or any other governmental authority related to, concerning, or that may affect SBC Wisconsin's obligations under the Agreement, this Amendment, any SBC Wisconsin tariff, or Applicable Law.

10 Any performance measures and remedies identified in the Agreement apply solely to UNEs which SBC Wisconsin is obligated to offer under Section 251(c)(3) of the Act. If an element is no longer required to be provided as an unbundled network element under this Agreement by virtue of this Amendment, SBC Wisconsin will have no obligation to report on or pay remedies for any measures associated with such element, notwithstanding any language to the contrary in the Agreement.

11. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or

proceedings and any remands thereof, including, without limitation, the following actions, which the Parties may have not yet fully incorporated into the Agreement or which may be the subject of further government review *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

12. Intervening Law: This Amendment is entered into as a result of both private negotiation between the Parties and the incorporation of the results of arbitration by the Commission. If any action of the Wisconsin Commission or the federal government, including regulatory, legislative or judicial action, invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for a provision of the Agreement, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party ("Written Notice"). Further, if any action of the Wisconsin Commission or of the federal government, including regulatory, legislative or judicial action, materially affects any of the rates, terms or conditions of this Amendment, the affected rates, terms and conditions shall be immediately invalidated or modified consistent with such action upon Written Notice. In the event of any such Written Notice, the Parties shall expend diligent efforts to arrive at an agreement respecting the appropriate modifications to the Agreement. Specifically, 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 negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the Agreement. In entering into this Amendment, the Parties acknowledge and agree that they have not yet modified any of the Agreement or Amendment provisions that may have been or may be impacted by any regulatory, legislative or judicial action that occurred between the date of TWTC's request for this Amendment or Agreement and the Effective Date of this Amendment or Agreement or by any of the government actions identified in this Amendment. Notwithstanding that the Parties have not yet modified any of the Agreement or this Amendment provisions to reflect any of the foregoing government actions, the Parties agree that such governmental actions should be reflected in the rates, terms and conditions of the Agreement and this Amendment. Accordingly, either Party may invoke this Section with regard to any such government actions, even after the effective date of this Amendment or the Agreement.

13. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2005, by SBC Wisconsin, signing by and through its duly authorized representative, and TWTC, signing by and through its duly authorized representative.

Time Warner Telecom of Wisconsin, L.P.
By: Time Warner Telecom General Partnership, its general partner
By: Time Warner Telecom Holdings Inc., its managing general partner

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

By: _____

Name: _____
(Print or Type)

Title: For/ Senior Vice President - Industry Markets & Diversified Businesses

Date: _____

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	SBC Non Recurring Additional
1	***NETWORK ELEMENTS***				
2	**Loops**				
3	2-Wire Analog - Rural (Access Area C)	U2HXC	$ 15.86	See NRC Prices Below	
4	2-Wire Analog - Suburban (Access Area B)	U2HXB	$ 13.17	See NRC Prices Below	
5	2-Wire Analog - Metro (Access Area A)	U2HXA	$ 11.53	See NRC Prices Below	
6	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	$ 17.18	See NRC Prices Below	
7	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	$ 14.28	See NRC Prices Below	
8	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	$ 12.10	See NRC Prices Below	
9	2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	$ 17.18	See NRC Prices Below	
10	2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	$ 14.28	See NRC Prices Below	
11	2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	$ 12.10	See NRC Prices Below	
12	2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	$ 17.57	See NRC Prices Below	
13	2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	$ 14.64	See NRC Prices Below	
14	2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	$ 12.39	See NRC Prices Below	
15	2-Wire EKL - Rural (Access Area C)	U2KXC	$ 21.01	See NRC Prices Below	
16	2-Wire EKL - Suburban (Access Area B)	U2KXB	$ 17.83	See NRC Prices Below	
17	2-Wire EKL - Metro (Access Area A)	U2KXA	$ 14.92	See NRC Prices Below	
18	Conditioning for dB Loss				
19	4-Wire Analog - Rural (Acess Area C)	U4HXC	$ 38.45	See NRC Prices Below	
20	4-Wire Analog - Suburban (Access Area B)	U4HXB	$ 32.36	See NRC Prices Below	
21	4-Wire Analog - Metro (Access Area A)	U4HXA	$ 27.21	See NRC Prices Below	
22	2-Wire Digital - Rural (Access Area C)	U2QXC	$ 21.83	See NRC Prices Below	
23	2-Wire Digital - Suburban (Access Area B)	U2QXB	$ 18.23	See NRC Prices Below	
24	2-Wire Digital - Metro (Access Area A)	U2QXA	$ 15.39	See NRC Prices Below	
25	Service Coord. Fee per account, per CO		$ 1.77		
26					
27	**DSL Capable Loops**				
28	2-Wire xDSL Loop				
29	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 13.17	See NRC Prices Below	
30	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 12.17	See NRC Prices Below	
31	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 11.69	See NRC Prices Below	
32					
33	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 13.17	See NRC Prices Below	
34	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 12.17	See NRC Prices Below	
35	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 11.69	See NRC Prices Below	
36					
37	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 13.17	See NRC Prices Below	
38	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 12.17	See NRC Prices Below	
39	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 11.69	See NRC Prices Below	
40					
41	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 13.17	See NRC Prices Below	
42	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 12.17	See NRC Prices Below	
43	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 11.69	See NRC Prices Below	
44					
45	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 13.17	See NRC Prices Below	
46	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 12.17	See NRC Prices Below	
47	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 11.69	See NRC Prices Below	
48					
49	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 13.17	See NRC Prices Below	
50	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 12.17	See NRC Prices Below	
51	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 11.69	See NRC Prices Below	
52	4-Wire xDSL Loop				
53	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 24.37	See NRC prices below	
54	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 22.26	See NRC prices below	
55	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 21.09	See NRC prices below	
56					
57	**IDSL Capable Loop**				
58	IDSL Loop Access Area C - Rural	UY5FC	$ 21.83	See NRC Prices Below	
59	IDSL Loop Access Area B - Suburban	UY5FB	$ 18.23	See NRC Prices Below	
60	IDSL Loop Access Area A - Metro	UY5FA	$ 15.39	See NRC Prices Below	
61					
62	Loop Qualification Process				
63	Loop Qualification Process - Mechanized	NR98U	N/A	$ 0.10	N/A
64	Loop Qualification Process - Manual	NRBXU	N/A	$ 26.12	N/A
65	Loop Qualification Process - Detailed Manual	TBD	N/A	TBD	N/A
66					
67	DSL Conditioning Options - >12KFT and < 17.5KFT				
68	Removal of Repeater Options	NRBXV	N/A	$ 149.01	N/A
69	Removal Bridged Tap Option	NRBXW	N/A	$ 720.01	N/A
70	Removal of Load Coil	NRBXZ	N/A	$ 691.82	N/A
71	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
72	Removal of Repeater Options	NRBNL	N/A	$ 145.82	N/A
73	Removal Bridged Tap Option	NRBNK	N/A	$ 344.90	N/A
74	Removal of Load Coil	NRBNJ	N/A	$ 582.38	N/A
75					

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

Line							
	WISCONSIN				SBC Recurring	SBC Non Recurring	
				USOC	Monthly	Initial	Additional
76	**Loop Non-Recurring Charges**						
77		Bus Service Order - Establish		SEPUP		$ 0.07	
78		Bus Service Order - Establish - Disconnect		NR9OE		$ 0.04	
79		Bus Service Order - Add/Change		REAH9		$ 0.07	
80		Bus Line Connection - Stand alone UNE loop		SEPUC		$ 30.64	
81		Bus Line Connection - Stand alone UNE loop - Disconnect		NR9OG		$ 3.86	
82		Bux Line Connection Add/Change		REAH5		$ 30.64	
83		Bus Record Work Only		NR9UP		$ 0.04	
84		Res Service Order - Establish		SEPUP		$ 0.07	
85		Res Service Order - Establish - Disconnect		NR9OE		$ 0.04	
86		Res Service Order - Add/Change		REAH9		$ 0.07	
87		Res Line Connection		SEPUC		$ 30.64	
88		Res Line Connection - Disconnect		NR9OG		$ 3.86	
89		Res Line Connection Add/Change		REAH5		$ 30.64	
90		Res Record Work Only		NR9UP		$ 0.04	
91		DSO-Digital-Initial Per Occurrence-Disconnect		NKCQM		$ 0.04	
92		DSO-Digital - Line Connection Charge - per Termination - Disconnect		NKCQN		$ 3.86	
93							
94	**SUB-LOOPS**						
95		**ECS to SAI sub-loop**					
96			2 Wire Analog - area A	PENDING	$ 1.28	See NRC prices below	
97			2 Wire Analog - area B	PENDING	$ 1.20	See NRC prices below	
98			2 Wire Analog - area C	PENDING	$ 1.16	See NRC prices below	
99			4 Wire Analog - area A	PENDING	$ 2.55	See NRC prices below	
100			4 Wire Analog - area B	PENDING	$ 2.37	See NRC prices below	
101			4 Wire Analog - area C	PENDING	$ 2.29	See NRC prices below	
102			2 Wire DSL Compatible - area A	PENDING	$ 1.28	See NRC prices below	
103			2 Wire DSL Compatible- area B	PENDING	$ 1.20	See NRC prices below	
104			2 Wire DSL Compatible - area C	PENDING	$ 1.16	See NRC prices below	
105			4 Wire DSL Compatible - area A	PENDING	$ 2.55	See NRC prices below	
106			4 Wire DSL Compatible- area B	PENDING	$ 2.37	See NRC prices below	
107			4 Wire DSL Compatible- area C	PENDING	$ 2.29	See NRC prices below	
108		**ECS to Terminal sub-loop**					
109			2 Wire Analog - area A	PENDING	$ 5.05	See NRC prices below	
110			2 Wire Analog - area B	PENDING	$ 6.05	See NRC prices below	
111			2 Wire Analog - area C	PENDING	$ 9.79	See NRC prices below	
112			4 Wire Analog - area A	PENDING	$ 10.09	See NRC prices below	
113			4 Wire Analog - area B	PENDING	$ 12.05	See NRC prices below	
114			4 Wire Analog - area C	PENDING	$ 19.54	See NRC prices below	
115			2 Wire DSL Compatible - area A	PENDING	$ 5.05	See NRC prices below	
116			2 Wire DSL Compatible- area B	PENDING	$ 6.05	See NRC prices below	
117			2 Wire DSL Compatible - area C	PENDING	$ 9.79	See NRC prices below	
118			4 Wire DSL Compatible - area A	PENDING	$ 10.09	See NRC prices below	
119			4 Wire DSL Compatible- area B	PENDING	$ 12.05	See NRC prices below	
120			4 Wire DSL Compatible- area C	PENDING	$ 19.54	See NRC prices below	
121		**ECS to NID sub-loop**					
122			2 Wire Analog - area A	PENDING	$ 5.80	See NRC prices below	
123			2 Wire Analog - area B	PENDING	$ 6.81	See NRC prices below	
124			2 Wire Analog - area C	PENDING	$ 10.62	See NRC prices below	
125			4 Wire Analog - area A	PENDING	$ 11.56	See NRC prices below	
126			4 Wire Analog - area B	PENDING	$ 13.56	See NRC prices below	
127			4 Wire Analog - area C	PENDING	$ 21.22	See NRC prices below	
128			2 Wire DSL Compatible - area A	PENDING	$ 5.80	See NRC prices below	
129			2 Wire DSL Compatible- area B	PENDING	$ 6.81	See NRC prices below	
130			2 Wire DSL Compatible - area C	PENDING	$ 10.62	See NRC prices below	
131			4 Wire DSL Compatible - area A	PENDING	$ 11.56	See NRC prices below	
132			4 Wire DSL Compatible- area B	PENDING	$ 13.56	See NRC prices below	
133			4 Wire DSL Compatible- area C	PENDING	$ 21.22	See NRC prices below	
134		**SAI to Terminal sub-loop**					
135			2 Wire Analog - area A	PENDING	$ 4.88	See NRC prices below	
136			2 Wire Analog - area B	PENDING	$ 5.83	See NRC prices below	
137			2 Wire Analog - area C	PENDING	$ 9.66	See NRC prices below	
138			4 Wire Analog - area A	PENDING	$ 9.75	See NRC prices below	
139			4 Wire Analog - area B	PENDING	$ 11.66	See NRC prices below	
140			4 Wire Analog - area C	PENDING	$ 19.29	See NRC prices below	
141			2 Wire DSL Compatible - area A	PENDING	$ 4.88	See NRC prices below	
142			2 Wire DSL Compatible- area B	PENDING	$ 5.83	See NRC prices below	
143			2 Wire DSL Compatible - area C	PENDING	$ 9.66	See NRC prices below	
144			4 Wire DSL Compatible - area A	PENDING	$ 9.75	See NRC prices below	
145			4 Wire DSL Compatible- area B	PENDING	$ 11.66	See NRC prices below	
146			4 Wire DSL Compatible- area C	PENDING	$ 19.29	See NRC prices below	
147		**SAI to NID sub-loop**					
148			2 Wire Analog - area A	PENDING	$ 5.61	See NRC prices below	
149			2 Wire Analog - area B	PENDING	$ 6.61	See NRC prices below	
150			2 Wire Analog - area C	PENDING	$ 10.49	See NRC prices below	
151			4 Wire Analog - area A	PENDING	$ 11.22	See NRC prices below	
152			4 Wire Analog - area B	PENDING	$ 13.16	See NRC prices below	
153			4 Wire Analog - area C	PENDING	$ 20.97	See NRC prices below	
154			2 Wire DSL Compatible - area A	PENDING	$ 5.61	See NRC prices below	
155			2 Wire DSL Compatible- area B	PENDING	$ 6.61	See NRC prices below	
156			2 Wire DSL Compatible - area C	PENDING	$ 10.49	See NRC prices below	
157			4 Wire DSL Compatible - area A	PENDING	$ 11.22	See NRC prices below	
158			4 Wire DSL Compatible- area B	PENDING	$ 13.16	See NRC prices below	
159			4 Wire DSL Compatible- area C	PENDING	$ 20.97	See NRC prices below	
160		**Terminal to NID sub-loop**					
161			2 Wire Analog - area A	PENDING	$ 1.14	See NRC prices below	
162			2 Wire Analog - area B	PENDING	$ 1.15	See NRC prices below	
163			2 Wire Analog - area C	PENDING	$ 1.23	See NRC prices below	

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

Line							
	WISCONSIN				SBC Recurring	SBC Non Recurring	
				USOC	Monthly	Initial	Additional
164			4 Wire Analog - area A	PENDING	$ 2.25	See NRC prices below	
165			4 Wire Analog - area B	PENDING	$ 2.30	See NRC prices below	
166			4 Wire Analog - area C	PENDING	$ 2.47	See NRC prices below	
167			2 Wire DSL Compatible - area A	PENDING	$ 1.14	See NRC prices below	
168			2 Wire DSL Compatible- area B	PENDING	$ 1.15	See NRC prices below	
169			2 Wire DSL Compatible - area C	PENDING	$ 1.23	See NRC prices below	
170			4 Wire DSL Compatible - area A	PENDING	$ 2.25	See NRC prices below	
171			4 Wire DSL Compatible- area B	PENDING	$ 2.30	See NRC prices below	
172			4 Wire DSL Compatible- area C	PENDING	$ 2.47	See NRC prices below	
173		**NID sub-loop element**					
174			2 Wire Analog - area A	PENDING	TBD	See NRC prices below	
175			2 Wire Analog - area B	PENDING	TBD	See NRC prices below	
176			2 Wire Analog - area C	PENDING	TBD	See NRC prices below	
177			4 Wire Analog - area A	PENDING	TBD	See NRC prices below	
178			4 Wire Analog - area B	PENDING	TBD	See NRC prices below	
179			4 Wire Analog - area C	PENDING	TBD	See NRC prices below	
180			2 Wire DSL - area A	PENDING	TBD	See NRC prices below	
181			2 Wire DSL - area B	PENDING	TBD	See NRC prices below	
182			2 Wire DSL - area C	PENDING	TBD	See NRC prices below	
183			4 Wire DSL - area A	PENDING	TBD	See NRC prices below	
184			4 Wire DSL - area B	PENDING	TBD	See NRC prices below	
185			4 Wire DSL - area C	PENDING	TBD	See NRC prices below	
186			2 Wire ISDN Compatible - area A	PENDING	TBD	See NRC prices below	
187			2 Wire ISDN Compatible - area B	PENDING	TBD	See NRC prices below	
188			2 Wire ISDN Compatible - area C	PENDING	TBD	See NRC prices below	
189		**Sub-Loop Non-Recurring Charges**					
190			2-Wire Analog Sub-Loop	PENDING		$ 137.70	
191			2-Wire Analog Sub-Loop - Disconnect	PENDING		$ 52.99	
192			4-Wire Analog Sub-Loop	PENDING		$ 138.64	
193			4-Wire Analog Sub-Loop - Disconnect	PENDING		$ 52.99	
194			2-Wire xDSL Digital Sub-Loop	PENDING		$ 148.38	
195			2-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		$ 52.98	
196			4-Wire xDSL Digital Sub-Loop	PENDING		$ 152.36	
197			4-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		$ 53.24	
198			2-Wire ISDN Digital Sub-Loop	PENDING		$ 176.96	
199			2-Wire ISDN Digital Sub-Loop - Disconnect	PENDING		$ 52.98	
200							
201		**Service Order Charge**					
202			Establish, per occasion	PENDING		$ 0.07	
203			Establish, per occasion - Disconnect	PENDING		$ 0.04	
204			Add or change, per occasion	PENDING		$ 0.07	
205			Record Work Only	PENDING		$ 0.04	
206		**Line Connection Charge**					
207			per occasion	PENDING		$ 30.64	
208			per occasion - Disconnect	PENDING		$ 3.86	
209							
210	**LST**						
211		Line & Station Transfer(LST) performed on CODSLAM Loop		URCLD	NA	$ 160.08	
212		Line & Station Transfer(LST) performed on CODSLAM Loop		URCLB	NA	$ 141.25	
213							
214	**LNP**						
215	Local Number Portability			NSR	$0.00		
216							
217	**Cross Connects**						
218		2-Wire		CXCT2	$ 0.19	NA	NA
219							
220	**Routine Modifications**						
221		Routine Modifications of Existing Facilities Charge		NA	NA	ICB	NA
222							
223	**Maintentance of Service Charge**			VRP	NA	$ 71.00	NA
224							
225							

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

Line							
	WISCONSIN				**SBC Recurring**	**SBC Non Recurring**	
				USOC	Monthly	Initial	Additional
226	***OTHER***						
227							
228		Directory Assistance					
229							
230			**Facility-based DA**				
231			Directory Assistance/National Directory Assistance/Reverse DA , per call	OPEN	$ 0.35	NA	NA
232			Directory Assistance Call Completion (DACC)	OPEN	$ 0.15	NA	NA
233							
234			Branding - Other - Initial/Subsequent Load	OPEN		$ 1,800.00	
235			- per call	OPEN	$ 0.025		
236							
237			Branding - Facility Based - Initial/Subsequent Load				
238			- Branding, per trunk group	OPEN	NA	$ 800.00	NA
239							
240			Rate Reference - Initial Load	OPEN	NA	$ 2,200.00	NA
241			Rate Reference - Subsequent Load	OPEN	NA	$ 1,000.00	NA
242							
243		DA Listings					
244		DA Listing Liscense					
245			Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
246			- per listing for initial load	OPEN	NA	$ 0.040	NA
247			- per listing for subsequent updates	OPEN	NA	$ 0.060	NA
248			Option #2 Full File (all states inclusive) Billable Release				
249			- per listing for initial load	OPEN	NA	$ 0.020	NA
250			- per listing for subsequent updates	OPEN	NA	$ 0.030	NA
251			- per usage/query	OPEN	NA	$ 0.020	NA
252			Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
253			- per listing for initial load	OPEN	NA	$ 0.050	NA
254			- per listing for subsequent updates	OPEN	NA	$ 0.060	NA
255			Option #4 Pick & Choose (by state) Billable Release				
256			- per listing for initial load	OPEN	NA	$ 0.020	NA
257			- per listing for subsequent updates	OPEN	NA	$ 0.030	NA
258			- per usage/query	OPEN	NA	$ 0.020	NA
259							
260		Operator Services					
261							
262			Fully Automated Call Processing, per occurrence	OPEN	$ 0.15	NA	NA
263			Operator Assisted Call Processing, per work second	OPEN	$ 0.02	NA	NA
264							
265			Branding - Other - Initial/Subsequent Load	OPEN		1,800.00	
266			- per call	OPEN	$ 0.025		
267							
268			Branding - Facility Based - Initial/Subsequent Load				
269			- per trunk group	OPEN	NA	$ 800.00	NA
270							
271			Operator Services - Rate Reference - Initial Load	OPEN	NA	$ 2,200.00	NA
272			Operator Services - Rate Reference - Subsequent Load	OPEN	NA	$ 1,000.00	NA
273							
274		Ancillary Message Billing Compensation (Per Message)		OPEN	$ 0.03	NA	NA
275							
276		Structure Access - Poles & Ducts			Annually		
277			Per Pole attachment*	OPEN	$ 3.03		
278			Per Foot of innerduct	OPEN	$ 0.31		
279			Application fee	OPEN		$ 200.00	
280							
281		Emergency Number Service Access					
282			911 Selective Router Interconnection				
			- Digital DS1 Interface		333.02	$ 1,231.58	
283			-Each DSO installed	OPEN	NA	$ 642.28	
284			-Analog Channel Interface	EVG9X	$ 26.29	$ 737.59	
285			ANI/ALI/SR and Database Management				
286			- Per 100 records, rounded up to nearest 100	9S89X	$ 3.75	$ 642.78	
			-Acess Routing File (CD-ROM)	OPEN	$ 23.39		
287			911 Selective Router Switch Administration				
288			-Per Selective Router	OPEN	$ 6.05	$ 2,318.07	
289							
290			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
291			additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
292							
293	**INTERCARRIER COMPENSATION**						
294		End Office Local Termination					
295			Set up charge, per call	USAGE	$ 0.005485		
296			Duration charge, per MOU	USAGE	$ 0.001662		
297							
298		Tandem Switching					
299			Set up charge, per call	USAGE	$ 0.000904		
300			Duration charge, per MOU	USAGE	$ 0.000483		
301							
302		Tandem Transport Termination					
303			Set up charge, per call	USAGE	$ 0.000122		
304			Duration charge, per MOU	USAGE	$ 0.000064		
305							
306		Tandem Transport Facility Mileage, per MOU per mile					
307			Set up charge, per mile	USAGE	$ 0.000008		
308			Duration charge, per MOU per mile	USAGE	$ 0.000003		
309							
310		**Rate for Presumed ISP-Bound Traffic as per FCC 01-131**		USAGE	$ 0.0007		
311							

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

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	SBC Non Recurring Additional
312					
313					
314	***RESALE***		RECURRING	NON-RECURRING	
315	**BUSINESS**				
316	**LOCAL EXCHANGE SERVICE**				
317	Business 1 Party	RESALE	17.50%	27.50%	
318	Business - Measured	RESALE	17.50%	27.50%	
319	Customer Operated Pay Telephone (COPT)	RESALE	17.50%	27.50%	
320					
321	**EXPANDED LOCAL CALLING**				
322	Extended Area Service	RESALE	20.00%	20.00%	
323					
324	**VERTICAL SERVICES**				
325	Anonymous Call Rejection	RESALE	25.00%	25.00%	
326	Repeat Dialing (Auto Redial)	RESALE	25.00%	25.00%	
327	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	25.00%	25.00%	
328	Call Blocker	RESALE	25.00%	25.00%	
329	Call Forwarding	RESALE	25.00%	25.00%	
330	Call Forwarding - Busy Line	RESALE	25.00%	25.00%	
331	Call Forwarding - Busy Line/Don't Answer	RESALE	25.00%	25.00%	
332	Call Forwarding - Don't Answer	RESALE	25.00%	25.00%	
333	Automatic CallBack (Call Return)	RESALE	25.00%	25.00%	
334	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	25.00%	25.00%	
335	Call Trace	RESALE	25.00%	25.00%	
336	Call Waiting	RESALE	25.00%	25.00%	
337	Caller ID WithName (Calling Name)	RESALE	25.00%	25.00%	
338	Caller ID (Calling Number)	RESALE	25.00%	25.00%	
339	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	25.00%	25.00%	
340	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	25.00%	25.00%	
341	Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%	
342	Selective Call Forwarding	RESALE	0.00%	0.00%	
343	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	25.00%	25.00%	
344	Remote Call Forwarding-Per Feature	RESALE	25.00%	25.00%	
345	RCF, Interstate, Interexchange	RESALE	25.00%	25.00%	
346	RCF, Intrastate	RESALE	25.00%	25.00%	
347	RCF, Interstate, International	RESALE	25.00%	25.00%	
348	RCF, Intrastate, Interexchange	RESALE	25.00%	25.00%	
349	RCF to 800	RESALE	25.00%	25.00%	
350	RCF Additional	RESALE	25.00%	25.00%	
351	Speed Calling 8	RESALE	25.00%	25.00%	
352	Speed Calling 30	RESALE	25.00%	25.00%	
353	Three Way Calling	RESALE	25.00%	25.00%	
354	Call Screening	RESALE	25.00%	25.00%	
355	Busy Line Transfer	RESALE	25.00%	25.00%	
356	Alternate Answer	RESALE	25.00%	25.00%	
357	Message Waiting - Tone	RESALE	25.00%	25.00%	
358	Easy Call	RESALE	25.00%	25.00%	
359	Prime Number Service	RESALE	25.00%	25.00%	
360	SBC Wisconsin Privacy Manager	RESALE	25.00%	25.00%	
361	Name and Number Delivery Service	RESALE	25.00%	25.00%	
362					
363	**DID**				
364	DID	RESALE	15.00%	15.00%	
365					
366	**TRUNKS**				
367	Trunk	RESALE	17.50%	17.50%	
368					
369	**AIN**				
370	Area Wide Networking	RESALE	25.00%	25.00%	
371	SBC Wisconsin Switch Alternate Routing (ANSAR)	RESALE	25.00%	25.00%	
372	SBC Wisconsin Customer Location Alternate Routing (ACLAR)	RESALE	25.00%	25.00%	
373					
374	**OTHER**				
375	Grandfathered Services	RESALE	0.00%	0.00%	
376	Promotions (Greater than 90 days)	RESALE	25.00%	25.00%	
377	TouchTone (Business)	RESALE	25.00%	25.00%	
378	TouchTone (Trunk)	RESALE	25.00%	25.00%	
379	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	
380	976 (976 Information Delivery Service)	RESALE	0%	0%	
381	Access Services (See Access Tariff)	RESALE	0%	0%	
382	Additional Directory Listings	RESALE	15.00%	15.00%	
383	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	
384	Connection Services	RESALE	25.00%	25.00%	
385	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
386	Shared Tenant Service	RESALE	0%	0%	
387					
388	**Data Services**				
389	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	8.00%	8.00%	
390	PBX Trunks	RESALE	8.00%	8.00%	
391	Mulit-Service Optical Network (MON)	RESALE	8.00%	8.00%	
392	OCn-PTP	RESALE	8.00%	8.00%	
393	ADTS-E	RESALE	8.00%	8.00%	
394	DS0	RESALE	8.00%	8.00%	
395	DS1	RESALE	8.00%	8.00%	
396	DS3	RESALE	8.00%	8.00%	
397					
398	**ISDN**				
399	ISDN	RESALE	9.70%	9.70%	

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

Line						
	WISCONSIN			SBC Recurring	SBC Non Recurring	
			USOC	Monthly	Initial	Additional
400						
401		**DIRECTORY ASSISTANCE SERVICES**				
402		Directory Assistance Services	RESALE	15.00%	15.00%	
403		Local Operator Assistance Service	RESALE	15.00%	15.00%	
404		Reverse Directory Assistance (RDA)	RESALE	$1.25	NA	
405						
406		**TOLL**				
407		TOLL	RESALE	25.00%	25.00%	
408						
409		**OPTIONAL TOLL CALLING PLANS**				
410		Optional Toll Calling Plans	RESALE	25.00%	25.00%	
411						
412		**CENTREX (PLEXAR)**				
413		SBC Wisconsin Centrex Service ACS	RESALE	25.00%	25.00%	
414		SBC Wisconsin Centrex Network Manager	RESALE	0.00%	0.00%	
415						
416		**PRIVATE LINE**				
417		Analog Private Lines	RESALE	8.00%	8.00%	
418		Private Line Channel Services	RESALE	8.00%	8.00%	
419						
420		**RESIDENCE**		***RESALE DISCOUNTS***		
421		LOCAL EXCHANGE SERVICE		RECURRING	NON-RECURRING	
422		Life Line	RESALE	0.00%	0.00%	
423		Residence 1 Party	RESALE	14.50%	25.00%	
424		Residence Measured	RESALE	14.50%	25.00%	
425						
426		**EXPANDED LOCAL CALLING**				
427		Extended Area Service	RESALE	17.50%	17.50%	
428						
429		**VERTICAL SERVICES**				
430		Anonymous Call Rejection	RESALE	23.00%	23.00%	
431		Repeat Dialing (Auto Redial)	RESALE	23.00%	23.00%	
432		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	23.00%	23.00%	
433		Call Blocker	RESALE	23.00%	23.00%	
434		Call Forwarding	RESALE	23.00%	23.00%	
435		Call Forwarding - Busy Line	RESALE	23.00%	23.00%	
436		Call Forwarding - Busy Line/Don't Answer	RESALE	23.00%	23.00%	
437		Call Forwarding - Don't Answer	RESALE	23.00%	23.00%	
438		Automatic Call-Back (Call Return)	RESALE	23.00%	23.00%	
439		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	23.00%	23.00%	
440		Call Trace	RESALE	23.00%	23.00%	
441		Call Waiting	RESALE	23.00%	23.00%	
442		Caller ID with Name (Calling Name)	RESALE	23.00%	23.00%	
443		Caller ID (Calling Number)	RESALE	23.00%	23.00%	
444		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	23.00%	23.00%	
445		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent numl	RESALE	23.00%	23.00%	
446		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%	
447		RCF, Interstate, Interexchange	RESALE	23.00%	23.00%	
448		RCF, Intrastate	RESALE	23.00%	23.00%	
449		RCF, Interstate, International	RESALE	23.00%	23.00%	
450		RCF, Intrastate, Interexchange	RESALE	23.00%	23.00%	
451		RCF to 800	RESALE	23.00%	23.00%	
452		RCF Additional	RESALE	23.00%	23.00%	
453		Selective Call Forwarding	RESALE	23.00%	23.00%	
454		Speed Calling 8	RESALE	23.00%	23.00%	
455		Three Way Calling	RESALE	23.00%	23.00%	
456		Call Screening	RESALE	23.00%	23.00%	
457		Busy Line Transfer	RESALE	23.00%	23.00%	
458		Alternate Answer	RESALE	23.00%	23.00%	
459		Message Waiting - Tone	RESALE	23.00%	23.00%	
460		Easy Call	RESALE	23.00%	23.00%	
461		SBC Wisconsin Privacy Manager	RESALE	23.00%	23.00%	
462		Name and Number Delivery Service	RESALE	23.00%	23.00%	
463						
464		**ISDN**				
465		ISDN	RESALE	9.70%	9.70%	
466						
467		**DIRECTORY ASSISTANCE SERVICES**				
468		Directory Assistance Services	RESALE	15.00%	15.00%	
469		Local Operator Assistance Service	RESALE	15.00%	15.00%	
470		Reverse Directory Assistance (RDA)	RESALE	$1.25	NA	
471						
472		**OTHER**				
473		Grandfathered Services	RESALE	0.00%	0.00%	
474		Promotions (Greater than 90 Days)	RESALE	23.00%	23.00%	
475		TouchTone	RESALE	23.00%	23.00%	
476		Home Services Packages	RESALE	23.00%	23.00%	
477		900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	
478		976 (976 Information Delivery Service)	RESALE	0%	0%	
479		Access Services (See Access Tariff)	RESALE	0%	0%	
480		Additional Directory Listings	RESALE	15.00%	15.00%	
481		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	
482		Connection Services	RESALE	25.00%	25.00%	
483		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
484		Shared Tenant Service	RESALE	0%	0%	
485		Restoral of Service Charge			Tariff 20 Part 22 Section 2	
486						
487		**TOLL**				

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

Line							
	WISCONSIN				SBC Recurring	SBC Non Recurring	
				USOC	Monthly	Initial	Additional
488		Toll		RESALE	21.50%	21.50%	
489							
490		**Electronic Billing Information Data (daily usage)**		RESALE	$0.00		
491		per message					
492							
493		**Line Connection Charge**					
494		Residence		RESALE	Tariff 20 Part 22 Section 2		
495		Business		RESALE	Tariff 20 Part 22 Section 2		
496							
497		**Service Order/Service Request Charge**					
498		Residence		RESALE		Tariff 20 Part 22 Section 2	
499		Business		RESALE		Tariff 20 Part 22 Section 2	
500							
501		**Non-Electronic (Manual) Service Order Charge**					
502		Residence		RESALE		Tariff 20 Part 22 Section 2	
503		Business		RESALE		Tariff 20 Part 22 Section 2	
504							
505		The IDLC conversion charge has been added to the unbundled loop rates, instead of being added as a separate line item,for administrative convenience. In the event the Commission orders a new unbundled loop rate, the $0.16 IDLS conversion charge will be added to the new unbundled loop rates.					
506		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 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 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 -Individal Case Basis
NA -Not Applicable

AMENDMENT TO
INTERCONNECTION AGREEMENT
by and between
WISCONSIN BELL, INC. D/B/A SBC WISCONSIN[1]
AND
TIME WARNER TELECOM OF WISCONSIN, L.P.

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement") approved June 19, 2002 by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin f/k/a AM-WI (referred to herein as "TELCO" or SBC Wisconsin) and Time Warner Telecom of Wisconsin, L.P. ("TWTC") is hereby amended.

The Parties further acknowledge that they executed an Amendment, Directory Assistance Error Correction in February 2003, approved by the Commission on April 17, 2003 and such amendment is now expressly being revised and superceded by this Directory Assistance Error Correction and Directory Assistance Appendix Amendment.

Whereas, TWTC's directory assistance listings for its end users are included in TELCO's Directory Assistance Database; and

Whereas, occasionally TWTC's directory assistance listings will contain obvious grammatical and spelling errors; and,

Whereas, the TWTC desires that TELCO advise it of such grammatical and spelling errors and temporarily fix such errors; and

Whereas, TELCO is willing to do so pursuant to the terms and conditions set forth below.

It is therefore agreed in consideration of the mutual promises contained herein that the Directory Assistance Appendix – Section 6 of the Interconnection Agreement is amended in the following respects:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 On and after the Amendment Effective Date, which shall mean the date on which this Amendment is approved by the Commission under Section 252(e) of the Act, the Agreement is hereby amended to add the Appendix DA (Directory Assistance) and the following new provisions to the Directory Assistance Appendix – Section 6 of the Agreement:

"TELCO may from time to time contact TWTC's Directory Group regarding what appears to be an obvious or potential grammatical or spelling error with an individual TWTC end user listing in the

[1] Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

TELCO Directory Assistance (DA) database. Such errors could include for example an extra letter in a person's name such as Williams, or the substitution of a suffix for a person's last name, such as Alvin Senior, instead of Alvin Williams, Sr., among other obvious errors. TWTC agrees that TELCO may temporarily change the end user listing in the DA database, until the TWTC submits a service order to correct the listing.

After such notification from TELCO, TWTC agrees to submit a service order to correct the directory listing, which will result in ultimately correcting the end user listing in the DA database or advise TELCO that the listing is correct. If the TWTC fails to submit a change within 30 days of notification, TELCO will remove the temporary listing from the DA database and the listing will remain as is. TELCO will follow up with TWTC once within the thirty-day period, if no service order has been issued prior to removing the temporary change.

TWTC agrees TELCO has no obligation to verify a DA listing and assumes no responsibility to identify errors. TELCO will not search for DA listing errors, nor provide for verification of DA listings. TWTC further agrees TELCO has no liability to TWTC in identifying errors in the DA database or notifying TWTC of errors. TWTC further agrees that TELCO shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. TWTC further agrees to indemnify, defend, and hold TELCO harmless from any and all third party claims arising from TELCO temporarily correcting an obvious or potential error, and/or TWTC's failure to timely submit a correcting service order, except where TELCO acted with gross negligence or willful misconduct."

1.2 Add Appendix Pricing Table regarding Appendix DA.

2.0 MISCELLANEOUS

2.1 The Agreement, as amended hereby, shall remain in full force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically note.

2.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Wisconsin, without reference to conflict of law provisions.

2.3 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

2.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

2.5 This Amendment shall be filed with and subject to approval by the State Commission.

2.6 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.

2.7 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

2.8 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 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: the United States Supreme Court's opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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 on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001. Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **TELCO** 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. To the extent provided by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders, the preceding sentence includes without limitation that **TELCO** shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving **TELCO** network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. 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 this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by 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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 19th day of February, 2004, by Wisconsin Bell, Inc. d/b/a SBC Wisconsin, signing by and through its duly authorized representative, and Time Warner of Wisconsin, L.P., signing by and through its duly authorized representative.

Time Warner Telecom of Wisconsin, L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings, Inc., its managing general partner

By: Tina Davis

Name: Tina Davis
(Print or Type)

Title: Vice President and Deputy General Counsel
(Print or Type)

Date: 2/5/04

AECN/OCN # _____

Wisconsin Bell, Inc. d/b/a SBC Wisconsin
By SBC Telecommunications, Inc.,
Its authorized agent

By: _____

Name: **Mike Auinbauh**
(Print or Type)

Title: For/ President – Industry Markets

Date: FEB 19 2004

APPENDIX DA

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APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based TWTC's or TWTC's leasing unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.

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

1.3 **"SBC WISCONSIN" -** As used herein, **SBC WISCONSIN (f/k/a AM WI)** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICES

2.1 Where technically feasible and/or available, **SBC- WISCONSIN** will provide the following DA Services:

2.1.1 <u>DIRECTORY ASSISTANCE (DA)</u>

2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of "non-published status") for the local/intraLATA serving area where available to TWTC's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.

2.1.2 <u>DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)</u>

2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of TWTC's End User, utilizing an automated voice system or with operator assistance.

2.1.3 <u>NATIONAL DIRECTORY ASSISTANCE (NDA)</u>

2.1.3.1 **SBC- WISCONSIN** - A service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

2.1.4 <u>REVERSE DIRECTORY ASSISTANCE (RDA)</u>

2.1.4.1 **SBC- WISCONSIN – An informational service.** Consists of providing listed local and national name and address information associated with a telephone number that a TWTC End Users provides.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 "**Non-List Telephone Number or DA only Telephone Number" -** A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

3.1.2 "**Non-Published Number"** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.3 "**Published Number" -** A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 Call Branding is the procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

4.1.1 Where technically feasible and/or available, **SBC- WISCONSIN** will brand DA in TWTC's name based upon the criteria outlined below:

4.1.1.1 Where **SBC- WISCONSIN** provides TWTC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC- WISCONSIN** is only providing DA service on behalf of the TWTC, the calls will be branded.

4.1.1.2 TWTC name used in branding calls may be subject to Commission regulations and should match the name in which TWTC is doing business.

4.1.1.3 **SBC- WISCONSIN -** TWTC will provide written specifications of its company name to be used by **SBC- WISCONSIN** to create the TWTC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A TWTC purchasing **SBC- WISCONSIN** unbundled local switching is responsible for maintaining TWTC's End User customer records in **SBC- WISCONSIN** Line Information Database (LIDB) as described in Appendix LIDB. TWTC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges:

4.1.1.5.1 **SBC- WISCONSIN –** An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of TWTC specific branding. In addition, a per call charge applies for every DA call handled by **SBC- WISCONSIN** on behalf of TWTC when such services are provided in conjunction with the purchase of **SBC- WISCONSIN** 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.

4.1.1.5.2 Silent branding has the same requirements and rates as the audible brand as addressed in 4.1.1.5.

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

5.1 Reference/Rater Information are SBC databases referenced by an SBC Operator for TWTC DA specific information as provided by the TWTC such as it's business office, repair and DA rates.

5.1.1 Where technically feasible and/or available, **SBC-WISCONSIN** will provide TWTC DA Reference/Rater information based upon the criteria outlined below:

5.1.1.1 TWTC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 TWTC will inform **SBC- WISCONSIN** via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of TWTC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the TWTC's DA Services Reference or Rater -information.

5.1.1.4 Where technically feasible and/or available, when an **SBC- WISCONSIN** Operator receives a rate request from a TWTC End User, **SBC- WISCONSIN** will quote the applicable DA rates as provided by TWTC or as otherwise defined below.

6. RESPONSIBILITIES OF THE PARTIES

6.1 TWTC agrees that due to customer quality and work force scheduling, **SBC- WISCONSIN** will be the sole provider of DA Services for TWTC's local serving area(s) for a minimum of a one (1) year period.

6.2 TWTC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC- WISCONSIN** Operator assistance switch. Should TWTC seek to obtain interexchange DA Service from **SBC- WISCONSIN**, TWTC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

6.4 TWTC will furnish to **SBC- WISCONSIN** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

6.5 TWTC will provide **SBC- WISCONSIN** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.6 TWTC will send the DA listing records to **SBC- WISCONSIN** for inclusion in **SBC- WISCONSIN** DA database via electronic gateway as described in Appendix WP.

6.7 TWTC agrees that **SBC- WISCONSIN** may utilize TWTC's End User's listings contained in **SBC-WISCONSIN** directory assistance database in providing existing and future **SBC- WISCONSIN** directory assistance or DA related services.

6.8 TWTC further agrees that **SBC- WISCONSIN** can release TWTC's directory assistance listings stored in **SBC- WISCONSIN** directory assistance database to competing providers.

7. METHODS AND PRACTICES

7.1 **SBC- WISCONSIN** will provide DA Services to TWTC's End Users in accordance with **SBC- WISCONSIN** DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

8.1 The prices at which **SBC- WISCONSIN** agrees to provide TWTC with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

8.2 Beyond the specified term of this Appendix, **SBC- WISCONSIN** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to TWTC.

9. MONTHLY BILLING

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

9.2 **SBC- WISCONSIN** will accumulate and provide TWTC such data as necessary for TWTC to bill its End Users.

10. LIABILITY

10.1 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.

10.2 TWTC also agrees to release, defend, indemnify, and hold harmless **SBC- WISCONSIN** 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 **SBC- WISCONSIN** employees and equipment associated with provision of DA Services, including but 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 DA Services except to the extent caused by the gross negligence or willful misconduct of **SBC- WISCONSIN**.

11. TERMS OF APPENDIX

11.1 This Appendix 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 Appendix is attached, or twelve months, which ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.

11.2 If TWTC terminates this Appendix prior to the expiration of the term of this Appendix, TWTC shall pay SWBT, within thirty (30) days of the issuance of any bills by **SBC- WISCONSIN** , all amounts due for actual services provided under this Appendix, 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 **SBC-WISCONSIN** pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 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.

			AIT Generic Rates			
WISCONSIN			AIT RECURRING		AIT NON-REC.	
			Monthly			
UNBUNDLED NETWORK ELEMENTS						
OTHER						
	Directory Assistance					
		UNE P DA				
		Directory Assistance, per call	$ 0.30		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.15		NA	NA
		National Directory Assistance	$ 0.65		NA	NA
		Reverse Directory Assistance	$ 1.25		NA	NA
		Facility-based DA				
		Directory Assistance/National Directory Assistance/Reverse DA , per call	$ 0.35		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.15		NA	NA
		Branding - Other - Initial/Subsequent Load			$ 1,800.00	
		- per call	$ 0.025			
		Branding - Facility Based - Initial/Subsequent Load				
		- Branding, per trunk group	NA		$ 800.00	NA
		Rate Reference - Initial Load	NA		$ 2,200.00	NA
		Rate Reference - Subsequent Load	NA		$ 1,000.00	NA
RESALE			RECURRING		NON-RECURRING	
	BUSINESS					
	DIRECTORY ASSISTANCE SERVICES					
	Directory Assistance Services		15.00%		15.00%	
	Local Operator Assistance Service		15.00%		15.00%	
	Reverse Directory Assistance (RDA)		$1.25		NA	
	RESIDENCE		***RESALE DISCOUNTS***			
	DIRECTORY ASSISTANCE SERVICES					
	Directory Assistance Services		15.00%		15.00%	
	Local Operator Assistance Service		15.00%		15.00%	
	Reverse Directory Assistance (RDA)		$1.25		NA	
	The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the					

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

WISCONSIN NETWORK ELEMENT RATE AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Wisconsin Network Element Rate Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin")[1] and Time Warner Telecom of Wisconsin, L.P ("TWTC").

WHEREAS, SBC Wisconsin and TWTC are Parties to an Interconnection Agreement that was previously submitted to the Public Service Commission of Wisconsin ("PSCW" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, on July 9, 2003, the PSCW issued an order ("UNE Compliance Order") in Docket 6720-TI-161, that established a number of network element rates;

WHEREAS, the PSCW issued an order ("187 Order") in Docket 6720-TI-187, effective October 13, 2004, establishing new rates for unbundled network element ("UNE") loops that are included in the Agreement;

WHEREAS, on March 3, 2005, the PSCW issued an order ("Category 3 Order") in Docket 6720-TI-161, approving an IDLC conversion charge applicable to UNE loops that are included in the Agreement;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates such as those established by the UNE Compliance Order, the 187 Order and Category 3 Order;

WHEREAS, FCC's *Order and Notice of Proposed Rulemaking***,** FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004) ("FCC Interim Order") and 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, (rel. Feb. 4, 2005) ("TRO Remand Order") (collectively the "FCC Orders") both affect rates for certain classes of network elements; and

WHEREAS, SBC Wisconsin and TWTC wish to ensure that their Agreement accurately reflects the network element rate changes described in these various orders.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended by referencing and incorporating the following:

2.1.1 Solely to conform the Agreement to effectuate certain rate changes established by the Commission in the UNE Compliance Order, 187 Order and Category 3 Order, and by the FCC in the FCC Orders,

[1] Wisconsin Bell, Inc., a Wisconsin corporation, offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Wisconsin Bell, Inc. is an indirect wholly owned subsidiary of SBC Communications Inc.

the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

2.1.2 The new rates in Attachment A are those that shall apply as of March 11, 2005. However, the Parties recognize that, in accordance with the Agreement, the UNE Compliance Order, the 187 Order, the Category 3 Order, and the FCC Orders, many of these rates have retroactive applicability and therefore, SBC Wisconsin will perform any necessary true-up and issuing credits or bills, as appropriate. SBC Wisconsin and TWTC acknowledge that some of these rate changes may have already been incorporated into the Agreement by prior amendment; however, for purposes of completeness and convenience they are described again herein, and this Amendment shall supercede any such prior amendment. To the extent a particular true-up has already been completed, it will not be performed again. The specific time frames[2] and rate elements affected are described below:

2.1.2.1 Rate elements on DS1 Loops – the rates for these elements approved by the PSCW in its UNE Compliance Order, as modified by the Category 3 Order, apply from May 21, 2002 through March 10, 2005. Beginning March 11, 2005, the FCC's stay on UNE price decreases, as described in the FCC Interim Order, expired, and therefore the DS1 rates adopted by the PSCW in the 187 Order took effect. Notwithstanding the foregoing, the Parties also acknowledge that the TRO Remand Order also affected some DS1 Loops. Section 2.4 of this Amendment contains additional terms applicable to those DS1 Loops affected by the TRO Remand Order.

2.1.2.2 Rate elements on Loops with capacities less than DS1 – the rates for these elements approved by the PSCW in its UNE Compliance Order, as modified by the Category 3 Order, apply from May 21, 2002 through October 12, 2004. The rates for these elements that were adopted by the PSCW in the 187 Order apply to the period following October 12, 2004.

2.1.2.3 IDLC conversion charge – this charge applies to each unbundled loop with a capacity of less than DS3 level. In accordance with the Category 3 Order, the IDLC conversion charge is $0.04 per loop per month from May 22, 2002 through December 31, 2004. Beginning January 1, 2005, TWTC has an option to elect either Option 1 - a $0.16 per loop per month charge for unlimited IDLC conversions or Option 2 - a $0.10 per loop per month charge for a maximum of fifteen (15) conversions in each twelve (12) month period beginning January 1, 2005. If TWTC selects Option 2 and requires more than fifteen IDLC conversions during one of the twelve month periods, additional conversions will be subject to additional charges on a non-recurring ICB basis. TWTC must select its rate by placing an "X" above one of the lines below. Once an election is made, it cannot be changed. In accordance with the Category 3 Order, if TWTC fails to make an election, TWTC will be assigned the default choice of Option 1. For administrative convenience, the IDLC conversion charge will be added to the appropriate loop rate. It will not appear as a separate rate element on bills or invoices.

IDLC conversion selection – In accordance with the options described in section 2.1.2.3, TWTC hereby elects:

_____ Option 1 ($0.16 charge for unlimited conversions)

____**X**____ Option 2 ($0.10 charge for a maximum of 15 conversions per 12 mos.)

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting CLEC") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Wisconsin and the Adopting CLEC following the date the PSCW approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

2.1.2.4 Miscellaneous elements – When SBC Wisconsin initially implemented the rate elements from the UNE Compliance Order in 2003, it inadvertently omitted changes to certain rate elements from the price schedule. These elements were: Transit Service; Daily Usage File, per message; Digital DS1 Service Admin Charge – Disconnect; Digital DS1 Design and CO Connection – Disconnect Order; POTS Electronic Service Order – Disconnect; POTS Manual Disconnect Service Order Charge; Unbundled Tandem Trunk Service Charge – Port Disconnect; Unbundled Tandem Trunk Subsequent Trunk Group – Disconnect; Port Disconnect Charge Trunk Translations Features. In accordance with the UNE Compliance Order, these rates are retroactively effective back to May 21, 2002.

2.2 This Amendment is provided as a means by which SBC Wisconsin and TWTC, which have an Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the PSCW and FCC orders described herein. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Wisconsin's or TWTC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) and listed in Attachment A to this Amendment, this Amendment does not provide TWTC with the ability to obtain and/or order such network elements as UNEs. Rather, TWTC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Wisconsin to negotiate and/or enter into such an amendment.

2.4 Notwithstanding anything in the Agreement and this Amendment, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

Dark Fiber Loops;

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

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

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

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

Accordingly, pursuant to Rules 51.319(a) and (e), although SBC shall continue to provide CLEC's embedded base of the Affected Element(s) (i.e., only Affected Elements ordered by CLEC before March 11, 2005), if and as provided by the Agreement, the price for the embedded base Affected Element(s) shall be the higher of (A) the rate CLEC 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%*. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

2.5 CLEC will complete the transition of embedded base Affected Elements to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (12 or 18 months from the TRO Remand Order's effective date, as applicable). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to SBC by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

2.6 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, either alone or in

combination (as in with "UNE-P"). Accordingly, pursuant to Rule 51.319(d)(2)(iii), although SBC shall continue to provide access to Mass Market ULS or Mass Market UNE-P to CLEC for CLEC to serve its embedded base of end-user customers, the price for Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market 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 UNE-P, plus one dollar. This additional one dollar is reflected as an increase to the port charge as set forth in Attachment A. For purposes of this Paragraph, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e., less than a DS1 or "Enterprise" level). CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

2.7 CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (i.e., by March 11, 2006).

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSCW under Section 252(e) of the Act or, absent such PSCW approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Section 2.1.2 of this Amendment, including any retroactivity discussed therein, and the prohibition on ordering certain elements shall be applied in accordance with Section 2.4 of this Amendment.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PSCW's UNE Compliance Order, 187 Order and Category 3 Order and solely addresses rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code. Nothing herein alters any obligation of any Party under the FCC's Orders.

6. RESERVATIONS OF RIGHTS

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); 2005 Triennial Review Remand Order; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Wisconsin or TWTC from taking any position with respect to the 187 Order or any other PSCW order or FCC Orders or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the 187 Order or any other PSCW order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

7. MISCELLANEOUS

7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Time Warner Telecom of Wisconsin, L.P.
By: Time Warner Telecom General Partnership, its general partner
By: Time Warner Telecom Holdings Inc., its managing general partner

By: Tina Davis

Printed: Tina Davis

Title: Vice President and Deputy General Counsel

Date: JUN 16 2005

Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by SBC Operations, Inc., its authorized agent

By: M Auinbauh

Printed: **Mike Auinbauh**

Title: AVP-Local Interconnection Marketing

Date: JUN 21 2005

FACILITIES-BASED OCN # _____

ACNA _____

WISCONSIN BELL, INC.

March 11, 2005

Line	WISCONSIN	USOC	SBC Recurring Monthly with $0.10 IDLC	SBC Non Recurring Initial	SBC Non Recurring Additional
1	***NETWORK ELEMENTS***				
2	**Loops**				
3	2-Wire Analog - Rural (Access Area C)	U2HXC	$ 15.96	See NRC Prices Below	
4	2-Wire Analog - Suburban (Access Area B)	U2HXB	$ 13.27	See NRC Prices Below	
5	2-Wire Analog - Metro (Access Area A)	U2HXA	$ 11.63	See NRC Prices Below	
6	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	$ 17.28	See NRC Prices Below	
7	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	$ 14.38	See NRC Prices Below	
8	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	$ 12.20	See NRC Prices Below	
9	2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	$ 17.28	See NRC Prices Below	
10	2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	$ 14.38	See NRC Prices Below	
11	2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	$ 12.20	See NRC Prices Below	
12	2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	$ 17.67	See NRC Prices Below	
13	2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	$ 14.74	See NRC Prices Below	
14	2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	$ 12.49	See NRC Prices Below	
15	2-Wire EKL - Rural (Access Area C)	U2KXC	$ 21.11	See NRC Prices Below	
16	2-Wire EKL - Suburban (Access Area B)	U2KXB	$ 17.93	See NRC Prices Below	
17	2-Wire EKL - Metro (Access Area A)	U2KXA	$ 15.02	See NRC Prices Below	
18	4-Wire Analog - Rural (Acess Area C)	U4HXC	$ 38.55	See NRC Prices Below	
19	4-Wire Analog - Suburban (Access Area B)	U4HXB	$ 32.46	See NRC Prices Below	
20	4-Wire Analog - Metro (Access Area A)	U4HXA	$ 27.31	See NRC Prices Below	
21	2-Wire Digital - Rural (Access Area C)	U2QXC	$ 21.93	See NRC Prices Below	
22	2-Wire Digital - Suburban (Access Area B)	U2QXB	$ 18.33	See NRC Prices Below	
23	2-Wire Digital - Metro (Access Area A)	U2QXA	$ 15.49	See NRC Prices Below	
24	4-Wire Digital - Rural (Acess Area C)	4U1XC	$ 52.76		
25	4-Wire Digital - Suburban (Access Area B)	4U1XB	$ 54.35		
26	4-Wire Digital - Metro (Access Area A)	4U1XA	$ 45.05		
27					
28	**DSL Capable Loops**				
29	2-Wire xDSL Loop				
30	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 13.27	See NRC Prices Below	
31	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 12.27	See NRC Prices Below	
32	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 11.79	See NRC Prices Below	
33					
34	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 13.27	See NRC Prices Below	
35	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 12.27	See NRC Prices Below	
36	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 11.79	See NRC Prices Below	
37					
38	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 13.27	See NRC Prices Below	
39	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 12.27	See NRC Prices Below	
40	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 11.79	See NRC Prices Below	
41					
42	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 13.27	See NRC Prices Below	
43	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 12.27	See NRC Prices Below	
44	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 11.79	See NRC Prices Below	
45					
46	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 13.27	See NRC Prices Below	
47	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 12.27	See NRC Prices Below	
48	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 11.79	See NRC Prices Below	
49					
50	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 13.27	See NRC Prices Below	
51	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 12.27	See NRC Prices Below	
52	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 11.79	See NRC Prices Below	
53	4-Wire xDSL Loop				
54	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 24.47	See NRC prices below	
55	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 22.36	See NRC prices below	
56	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 21.19	See NRC prices below	
57					
58	**IDSL Capable Loop**				
59	IDSL Loop Access Area C - Rural	UY5FC	$ 21.93	See NRC Prices Below	
60	IDSL Loop Access Area B - Suburban	UY5FB	$ 18.33	See NRC Prices Below	
61	IDSL Loop Access Area A - Metro	UY5FA	$ 15.49	See NRC Prices Below	
62					
63	DSL Conditioning Options - >12KFT and < 17.5KFT				
64	Removal of Repeater Options	NRBXV		$0.00	N/A
65	Removal Bridged Tap Option	NRBXW		$0.00	N/A
66	Removal of Load Coil	NRBXZ		$0.00	N/A
67	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				

WISCONSIN BELL, INC.
March 11, 2005

Line	WISCONSIN			USOC	SBC Recurring	SBC Non Recurring	
					Monthly with $0.10 IDLC	Initial	Additional
68			Removal of Repeater Options	NRBNL		$0.00	N/A
69			Removal Bridged Tap Option	NRBNK		$0.00	N/A
70			Removal of Load Coil	NRBNJ		$0.00	N/A
71	**Removal of All or NON-Excessive Bridged Tap (RABT) - MMP**						
72			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ		$0.00	
73			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP		$0.00	
74			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS		$0.00	
75			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM		$0.00	
76							
77	**Loop Non-Recurring Charges**						
78		Digital DS1 Service Admin Charge – Disconnect		NR90T		$ 55.72	
79		Digital DS1 Design and CO Connection – Disconnect Order		NR9OV		$ 81.11	
80							
81	**Port Charges (per month):**						
82		Analog Line Port		UPC	$ 3.83		
83		Analog Residence Only Line Port (Wisconsin Only)		UJR	$ 3.83		
84		Ground Start Port		UPZ	$ 3.83		
85		ISDN BRI Port		U2C	$ 11.09		
86		Centrex Basic Line Port		U3XAA-CA, U3XAB-CB, U3XAD-CD, U3XAE-CE	$ 3.83		
87		Centrex ISDN BRI Port		PENDING	$ 11.09		
88		Centrex EKL Line Port		U3XAC-CC	$ 6.51		
89		Centrex Attendant Console Line Port		U6A	$ 8.61		
90							
91	**Port Non-Recurring Charges**						
92		POTS Electronic Service Order – Disconnect		NRMGQ		$ 0.04	
93		POTS Manual Disconnect Service Order Charge		NHCMU		$ 42.10	
94		Unbundled Tandem Trunk Service Charge – Port Disconnect		NKCQJ		$ 8.29	
95							
96	Daily Usage Feed (DUF), per message			USAGE	$0.000531		
97							
98	**TRANSIT SERVICE**						
99		Tandem Switching - per minute of use		USAGE			
100		Tandem Termination - per minute of use		USAGE			
101		Tandem Facility - per minute of use		USAGE			
102							
103							
104	***RESALE***					**SBC Non Recurring**	
105		**Electronic Billing Information Data (daily usage)**		RESALE			
106		per message		USAGE	$0.000531		
107							
108	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 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 tariffs filed with state commissions as is necessary from time to time as provided by Applicable Law.						

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

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

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

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

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

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,[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);

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

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

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

[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).

(i) entrance facilities;

(ii) DSO or OCn level dedicated transport;

(iii) enterprise market (DS1 and above) local switching (defined as (a) all line-side and trunk-side facilities as defined in the *TRO*, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (b) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions);

(iv) OCn loops;

(v) the feeder portion of the loop;

(vi) line sharing;

(vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;

(viii) SS7 signaling to the extent not provided in conjunction with unbundled local switching;

(ix) packet switching, including routers and DSLAMs;

(x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; and

(xi) fiber-to-the-home loops and fiber-to-the-curb loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that AT&T Wisconsin has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case AT&T Wisconsin will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

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

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

(a) TWTC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;

(b) TWTC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or

(c) March 11, 2006.

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

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

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

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

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

i. Regardless of the execution or effective date of this Amendment or the underlying Agreement, TWTC will be liable to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

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

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

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

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

Dark Fiber Loops;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Non-Impaired Wire Center Criteria and Related Processes

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

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

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

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

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

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

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

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

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

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

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

4.1.2 If the Commission has previously determined, in any proceeding, even if TWTC was not a party to that proceeding where appropriate notice has been provided to TWTC and where TWTC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then TWTC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T Wisconsin's designations.

4.1.3 In the state of Wisconsin, if it desires to do so, AT&T Wisconsin can dispute the self-certification and associated TWTC orders for facilities pursuant to the following procedures: AT&T Wisconsin will notify the TWTC of its intent to dispute the TWTC's self-certification within 30 days of the TWTC's self-certification or within 30 days of the effective date of this amendment, whichever is later. AT&T Wisconsin will file the dispute for resolution with the state Commission within 60 days of the TWTC's self-certification or within 60 days of the effective date of this amendment, whichever is later. AT&T Wisconsin will notify TWTC of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T Wisconsin's failure to file a timely challenge, i.e., within 60 days of the TWTC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any TWTC's self certification for a given wire center shall be deemed a waiver by AT&T Wisconsin of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T Wisconsin shall promptly notify TWTC of any time where AT&T Wisconsin has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T Wisconsin may challenge future TWTC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1 of this Amendment. During the timeframe of any dispute resolution proceeding, AT&T Wisconsin shall continue to provide the High-Capacity Loop or Transport facility in question to TWTC at the rates in the Pricing Appendix to the Agreement. If TWTC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that TWTC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by TWTC for the affected loop or transport shall be subject to true-up as follows:

4.1.3.1 For wire centers designated by AT&T Wisconsin prior to March 11, 2005 and

4.1.3.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005,

4.1.3.1.1.1 TWTC will provide true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 3.2 of this Amendment between March 11, 2005 and the end of the initial TRRO transition period described in Section 3.3. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, TWTC will also provide true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will

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

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

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

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

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

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

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

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

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

4.2 The provisions of Section 3.2.2 of this Amendment shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2 of this Amendment, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to TWTC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T Wisconsin in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (*e.g.*, prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

4.3 AT&T Wisconsin will process TWTC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T Wisconsin will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by TWTC; however, TWTC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

4.4 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended

4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless TWTC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 of this Amendment above, and if TWTC and AT&T Wisconsin have failed to reach agreement under Section 3.2.2.4 of this Amendment above as to a substitute service arrangement or element, then AT&T Wisconsin may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.

4.6 When more than 60 days from the issuance of an AT&T Wisconsin designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), TWTC can thereafter still self-certify, provided that it does so self-certify within 12 months (for DS1 or DS3 loops and transport) or 18 months (for dark fiber loops and transport) after the issuance of the Accessible Letter. AT&T Wisconsin may dispute TWTC's self-certification as described in Section 4.1.3 through 4.1.4. and AT&T Wisconsin will accept and provision the applicable loop and transport orders for TWTC providing the self certification during a dispute resolution process.

5. The following terms and conditions for Conversion of Wholesale Services to Lawful UNEs apply

5.1 Upon request, AT&T Wisconsin shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to TWTC under terms and conditions set forth in this Amendment, so long as TWTC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

5.2 Where processes for the conversion requested pursuant to this Amendment are not already in place, AT&T Wisconsin will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after TWTC's request. AT&T Wisconsin agrees that TWTC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, AT&T Wisconsin agrees to process TWTC's conversion requests on a case-by-case basis and without delay.

5.2.1 For UNE conversion orders for which AT&T Wisconsin has either a) not developed a process or b) developed a process that falls out for manual handling, AT&T Wisconsin will charge TWTC the Electronic Service Order (Flow Thru) Record charge for processing TWTC's orders until such process has been developed and TWTC agrees to immediately use the electronic process. Then AT&T Wisconsin may charge service order charges and/or record change charges, as applicable.

5.3 Except as agreed to by the Parties or otherwise provided hereunder, AT&T Wisconsin shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. AT&T Wisconsin may charge applicable service order charges and record change charges

5.4 This Section 5 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Amendment or the Agreement.

5.5 If TWTC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, TWTC shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent TWTC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), AT&T Wisconsin may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to TWTC.

5.5.1 This Section 5.5 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an AT&T Wisconsin service.

5.5.2 AT&T Wisconsin may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

5.6 Except as provided in 5.2, in requesting a conversion of an AT&T Wisconsin service, TWTC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T Wisconsin service sought to be converted.

5.6.1 AT&T Wisconsin will complete TWTC conversion orders in accordance with the OSS guidelines in place in support of the conversion that TWTC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T Wisconsin shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T Wisconsin and TWTC shall coordinate such conversions.

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

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

6. Commingling and Commingled Arrangements

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

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

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

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

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

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

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

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

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

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

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

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

6.1.1 To the extent that AT&T Wisconsin requires TWTC to submit orders for the Commingling Arrangements included in 6.1 manually, the mechanized service order charge shall be applicable.

6.1.2 For any Commingling Arrangement TWTC desires that is not included in Section 6.1 of this Attachment, or subsequently established by AT&T Wisconsin, TWTC shall request any such desired Commingling Arrangement and AT&T Wisconsin shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new Commingling Arrangement available AT&T Wisconsin will work with the TWTC to process orders for new Commingling Arrangements on a manual basis pending the completion of systems development.

6.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, AT&T Wisconsin shall permit TWTC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T Wisconsin (including access services) and/or with compatible network components or services provided by TWTC or third parties, including, without limitation, those Commingled Combinations consistent with Section 6.0 of this Attachment.

6.3 For example, without limitation of this provision, AT&T Wisconsin will, upon request, connect loops leased or owned by TWTC to a third-party's collocation arrangement upon being presented with documentation that TWTC has authorization from the third party to connect loops. In addition, AT&T Wisconsin will, upon request, connect an EEL leased by TWTC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T Wisconsin will, upon request and documentation of authorization, connect third-party loops and EELs to TWTC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3. upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.

6.4 Upon request, and to the extent required by applicable law and the applicable provisions of this Amendment, AT&T Wisconsin shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that TWTC has obtained at wholesale from AT&T Wisconsin (as well as requests where TWTC also wants AT&T Wisconsin to complete the actual Commingling), except that AT&T Wisconsin shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T Wisconsin's network. Subject to the terms and conditions of the Agreement and

this Amendment, TWTC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T Wisconsin, and AT&T Wisconsin shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T Wisconsin.

6.5 AT&T Wisconsin shall only charge TWTC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that TWTC has obtained at wholesale from AT&T Wisconsin. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T Wisconsin tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.

6.6 When TWTC purchases Commingled Arrangements from AT&T Wisconsin, AT&T Wisconsin shall charge TWTC element-by-element and service-by-service rates. AT&T Wisconsin shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC's Triennial Review Order. As a general matter, "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.

6.7 AT&T Wisconsin agrees that TWTC may request to Commingle the following elements to the extent that AT&T Wisconsin is required to provide them pursuant to Section 271 of the Act ("271 Elements") or Applicable Law: (i) Local Loop transmission from the central office to the End Users' premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the items identified in Section 6.7, SBC and CLEC shall attempt to negotiate mutually agreeable terms and conditions, not in the context of this Attachment or the Agreement, but in a separate commercial agreement.

6.8 Unless expressly prohibited by the terms of this Attachment, AT&T Wisconsin shall permit TWTC to connect an unbundled Network Element or a Combination of Unbundled Network Elements with wholesale (i) services obtained from AT&T Wisconsin, (ii) services obtained from third parties or (ii) facilities provided by TWTC. For purposes of example only, TWTC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with AT&T Wisconsin.

7. The following Mandatory Eligibility Criteria for Access to Certain Lawful UNEs apply:

7.1 Except as provided below in this Section 7 or elsewhere in the Agreement or this Amendment and subject to this Section and any provisions in the Agreement regarding conversion of wholesale services to Lawful UNEs, AT&T Wisconsin shall provide access to UNEs and combinations of UNEs without regard to whether TWTC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.

7.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). A DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 7.3 of this Amendment (*e.g.*, the end of the Unbundled Dedicated Transport that is opposite the end connected

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

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

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

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

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

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

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

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

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

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

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

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

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

7.3.2 Established pursuant to any collocation type defined in any AT&T Wisconsin Tariff to the extent applicable, or any applicable TWTC interconnection agreement.

7.3.3 Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator

7.4 An interconnection trunk meets the requirements of Sections 7.2.2.5 and 7.2.2.6 of this Amendment if TWTC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

7.5 For a new circuit to which Section 7.2 applies, TWTC may initiate the ordering process if TWTC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 7.2.2.1, Section 7.2.2.2, and/or Section 7.2.2.3, respectively. In such case, TWTC shall satisfy Section 7.2.2.1, Section 7.2.2.2, and/or Section 7.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after AT&T Wisconsin provisions such new circuit.

7.5.1 Section 7.5 does not apply to existing circuits to which Section 7.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 7.2.2.1, Section 7.2.2.2, and Section 7.2.2.3 requirements for existing circuits at the time it initiates the ordering process).

7.6 TWTC hereby agrees that by submitting an order to AT&T Wisconsin for an Included Arrangement (whether new, as a result of a requested conversion, or otherwise), TWTC is certifying that it meets and will continue to meet the requirements of Section 7 as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification. and certification-by-order shall not diminish or otherwise affect TWTC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section 7.

7.6.1 At TWTC's option, TWTC may also or alternatively provide self certification via email or letter to AT&T Wisconsin. Provided that AT&T Wisconsin has received such self certification from TWTC, AT&T Wisconsin shall not deny TWTC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, TWTC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.

7.6.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 7, and not to self-certifications relative to routes, buildings and wire centers.

7.6.2 If the information previously provided in a certification is inaccurate (or ceases to be accurate), TWTC shall update such certification promptly with AT&T Wisconsin.

7.7 In addition to any other audit rights provided for in this Agreement and those allowed by law, AT&T Wisconsin may obtain and pay for an independent auditor to audit TWTC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 7. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon AT&T Wisconsin's written notice that an audit will be performed for that State, subject to Section 7.7.4 of this Section. AT&T Wisconsin may audit TWTC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, TWTC's compliance in Wisconsin with the conditions set out in Section 7. Such an audit will be initiated only to the extent reasonably necessary to determine TWTC's compliance with the service eligibility criteria. For purposes of calculating

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

7.7.1 To invoke its limited right to audit, AT&T Wisconsin will send a Notice of Audit to TWTC, identifying examples of particular circuits for which AT&T Wisconsin alleges non-compliance and the cause upon which AT&T Wisconsin rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T Wisconsin establishes the cause that forms the basis of its belief that TWTC is non-compliant. Such Notice of Audit will be delivered to TWTC with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T Wisconsin seek to commence an audit.

7.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding TWTC's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether TWTC complied in all material respects with this Section 7 .

7.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

7.7.4 AT&T Wisconsin shall provide TWTC with a copy of the report within 2 business days from the date of receipt. If the auditor's report concludes that TWTC failed to comply in all material respects with the eligibility criteria, TWTC must true-up any difference in payments paid to AT&T Wisconsin and the rates and charges TWTC would have owed AT&T Wisconsin beginning from the date that the noncompliant circuit was established as a UNE/UNE combination (unless there is clear evidence in the auditor's report that the noncompliance occurred after the date the circuit was established, in which case true-up shall apply from such date of noncompliance), in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Attachment is effective. TWTC shall submit orders to AT&T Wisconsin to either convert all noncompliant circuits to the equivalent or substantially similar wholesale service or disconnect noncompliant circuits. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which TWTC receives a copy of the auditor's report and TWTC shall begin paying the trued-up and correct rates and charges for each converted circuit beginning with the next billing cycle following AT&T Wisconsin' acceptance of such order, unless TWTC disputes the auditor's finding and initiates a proceeding at the Wisconsin Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However TWTC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant circuit for which TWTC fails to submit a conversion or disconnect order or dispute the auditor's finding within such 30-day time period, AT&T Wisconsin may initiate and effect such a conversion on its own without any further consent by TWTC. If converted, TWTC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to TWTC's customer's service or degradation in service quality in the case of conversion. Following conversion, TWTC shall make the correct payments on a going-forward basis in addition to paying trued-up and correct rates and charges, as provided by this section. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which TWTC does not meet the Service Eligibility Requirements conditions set forth in this Section 76 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if TWTC disputes the auditor's finding and initiates a proceeding at the Wisconsin Commission and if the Commission upholds the auditor's finding, the disputed amounts held in

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

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

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

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

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

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

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

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

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

8.2 A routine network modification is an activity that AT&T Wisconsin regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that AT&T Wisconsin does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T Wisconsin will place drops in the same manner as it does for its own customers.

8.3 Routine network modifications do not include constructing new Lawful UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility. AT&T Wisconsin is not obligated to perform those activities for a requesting telecommunications carrier.

8.4 AT&T Wisconsin shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T Wisconsin's retail customers.

8.5 AT&T Wisconsin has no obligation to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.

8.6 Notwithstanding anything to the contrary herein, AT&T Wisconsin's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling, and do not apply to FTTH loops or FTTC loops.

8.7 AT&T Wisconsin shall provide routine network modifications at the rates, terms and conditions set out in this Appendix, and in Appendix Pricing. AT&T Wisconsin will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T Wisconsin is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on TWTC on an ICB basis for all AT&T Wisconsin include, but are not limited to,: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings

9. The following terms and conditions for routine network modifications to Lawful UNE Dedicated Transport apply:

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

9.2 A routine network modification is an activity that AT&T Wisconsin regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable and deploying a multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable. Routine network modifications do

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

9.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T Wisconsin is not obligated to perform those activities for a requesting telecommunications carrier.

9.4 AT&T Wisconsin shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T Wisconsin's own customers.

9.5 Notwithstanding anything to the contrary herein, AT&T Wisconsin's obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.

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

10. The following terms and conditions for routine network modifications to Dark Fiber Dedicated Transport apply:

10.1 AT&T Wisconsin shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. AT&T Wisconsin_shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

10.2 A routine network modification is an activity that AT&T Wisconsin regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and AT&T Wisconsin is not obligated to perform those activities for a requesting Telecommunications Carrier.

10.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T Wisconsin is not obligated to perform those activities for a requesting telecommunications carrier.

10.4 AT&T Wisconsin shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T Wisconsin's own customers.

10.5 Notwithstanding anything to the contrary herein, AT&T Wisconsin's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.

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

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

11.1 The following terms shall apply to FTTH and FTTC Loops.

11.1.1 New Builds. AT&T Wisconsin shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where AT&T Wisconsin has deployed such a Loop to premises that previously were not served by any AT&T Wisconsin Loop.

11.1.2 Overbuilds. AT&T Wisconsin shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when AT&T Wisconsin has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

11.1.2.1 AT&T Wisconsin shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T Wisconsin retires the copper Loop pursuant to the terms of Section 11.1.3.

11.1.2.2 If AT&T Wisconsin maintains the existing copper Loop pursuant to this Section 11.1.2, AT&T Wisconsin need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by TWTC, upon receipt of a request for access pursuant to this section, AT&T Wisconsin shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by TWTC on an unbundled basis under the provisions of this Attachment.

11.1.2.3 For each copper loop retired pursuant to Section 11.1.3 below, AT&T Wisconsin shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available. TWTC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, AT&T Wisconsin must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements and must

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

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

11.2 Hybrid Loops Generally.

11.2.1 Broadband Services. When TWTC seeks access to a Hybrid Loop for the provision of broadband services AT&T Wisconsin shall provide TWTC with nondiscriminatory access to the time division multiplexing (TDM) features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to TWTC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the AT&T Wisconsin central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, AT&T Wisconsin is required to only make the TDM functionality available on an unbundled basis.

11.2.2 Narrowband Services. When TWTC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, AT&T Wisconsin shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.

11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Appendix. AT&T Wisconsin may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.

11.2.4 Feeder. AT&T Wisconsin shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

12. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

13. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

14. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

15. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

16. This Amendment shall be filed with and is subject to approval by the Wisconsin Pubic Service Commission and shall become effective ten (10) days following approval by such Commission.

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

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

By: Tina Davis

Printed: Tina Davis

Title: Sr. Vice President Deputy General Counsel

Date: 10/5/2007

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

By: [signature]

Printed: **Eddie A. Reed, Jr.**

Title: **Director - Contract Management**
(Print or Type)

Date: 10.12.07

Switch Based OCN – 7322

Resale OCN - 8402

ACNA - TIM

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
TIME WARNER TELECOM OF WISCONSIN, L.P.

The Interconnection Agreement dated March 29, 2002 by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin")[1] and Time Warner Telecom of Wisconsin, L.P. ("TWTC") ("Agreement") effective in the State of Wisconsin is hereby amended as follows:

1. Section 5 Effective Date, Term and Termination of the General Terms and Conditions is amended by adding the following section:

   5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from December 15, 2006 until December 15, 2009 (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 TWTC, by AT&T Wisconsin 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. The Parties acknowledge and agree that AT&T Wisconsin shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. 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.

5. This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

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

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this 28th day of November, 2007, by AT&T Wisconsin, signing by and through its duly authorized representative, and TWTC, signing by and through its duly authorized representative.

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

By: Tina Davis

Name: Tina Davis
(Print or Type)

Title: Senior Vice President
Deputy General Counsel
(Print or Type)

Date: 11/19/07

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

By: [signature]

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Director-Contract Management

Date: 11.28.07

FACILITIES-BASED OCN # 7322

UNE OCN # ____

RESALE OCN # 8402

ACNA TIM

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

This Amendment amends the Interconnection Agreement by and between Wisconsin Bell, Inc.[1] d/b/a AT&T Wisconsin ("AT&T") and Time Warner Telecom of Wisconsin, L.P. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Wisconsin.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated March 29, 2002 (the "Agreement"); and

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a Six Month Review for the purpose of determining whether to modify the current Commission-approved/ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Six Month Review"); and

WHEREAS, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measurements attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions.
4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be

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

accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). Provided however, the revised performance measures and remedies of the new Appendix Performance Measurements shall be implemented as of December 1, 2007 for performance beginning with December 2007 results.

6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

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

By: Tina Davis

Printed: Tina Davis

Title: Senior Vice President
Deputy General Counsel
(Print or Type)

Date: 11/30/07

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

By: [illegible]

Printed: EDDIE A. REED JR

Title: Director-Contract Management

Date: 1-17-08

Resale AECN – 8402

Switch Based AECN - 7322

ACNA – TIM

APPENDIX
PERFORMANCE MEASUREMENTS

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INTRODUCTION.....1

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 AT&T MIDWEST REGION 5-STATE means the AT&T ILEC 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.

1.3 AT&T Midwest Remedy Plan means the first remedy plan filed for State Commission review and approval 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.

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 Performance 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 incorporated into this Interconnection Agreement by amendment subject to the terms and conditions of this Interconnection Agreement only if the Parties agree to such amendment in writing. This requirement for agreement of the Parties does not extend to any Commission-ordered changes to a remedy obligation specifically contemplated by the Plan, including, but not limited to waiver of liability due to force majeure or CLEC-caused misses. Such changes to the remedy obligations shall apply upon Commission decision, regardless whether a CLEC participates in the Commission proceeding resulting in such remedy obligation change or specifically agrees to such change.

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 damages and remedy plan.

1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:

- Illinois – 83 IL. Administrative Code Part 731
- Indiana – Cause No. 41657
- Michigan – Case No. U-11830
- Ohio – Case No. 00-942-TP-COI
- Wisconsin – 6720-TI-198 (Performance Measurements only)
- Wisconsin - AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA

1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 of the AT&T Midwest Remedy Plan.

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

The Interconnection Agreement by and between Wisconsin Bell, Inc.[1] d/b/a AT&T Wisconsin ("AT&T Wisconsin") and tw telecom of wisconsin l.p. (f/k/a Time Warner Telecom of Wisconsin, L.P.), is hereby amended as follows.

WHEREAS, AT&T Wisconsin and Time Warner Telecom of Wisconsin, L.P. ("Time Warner") are the parties to that certain Interconnection Agreement dated as of March 29, 2002 (the "Agreement"); and

WHEREAS, Time Warner has changed its name to "tw telecom of wisconsin l.p.", ("tw telecom") and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Wisconsin and tw telecom hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Time Warner Telecom of Wisconsin, L.P." to "tw telecom of wisconsin l.p."
2. AT&T Wisconsin shall reflect that name change from "Time Warner Telecom of Wisconsin, L.P." to "tw telecom of wisconsin l.p." only for the main billing account (header card) for each of the accounts previously billed to Time Warner. AT&T Wisconsin shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Wisconsin's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, tw telecom affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Time Warner with AT&T Wisconsin for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, tw telecom shall operate with AT&T Wisconsin under the "tw telecom of wisconsin l.p." name for those accounts. Such operation shall include, by way of example only, submitting orders under tw telecom, and labeling (including re-labeling) equipment and facilities with tw telecom.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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.
7. This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

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

tw telecom of wisconsin l.p.
By: tw telecom holdings inc., its general partner

By: Tina Davis

Printed: Tina Davis
Senior Vice President
Deputy General Counsel

Title: _____
(Print or Type)

Date: JUL 23 2008

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

By: _____

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 8-25-08

Resale OCN # 8402

Switch Based OCN # 7322

ACNA TIM