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December 8, 2010

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

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and US Signal Company, L.L.C.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and US Signal Company, L.L.C. 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 US Signal Company, L.L.C..

I have been authorized by US Signal Company, L.L.C. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

US Signal Company, L.L.C.
Barbara Boshoven
Vice President of Corporate Affairs
201 Ionia Ave SW
Grand Rapids, MI 49503
Tel: (616) 988-7336
Fax: (616) 988-0414

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

**AMENDMENT TO THE AGREEMENT
BETWEEN
US SIGNAL COMPANY, L.L.C.
AND
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T WI" or "ILEC") and US Signal Company, L.L.C. ("CLEC" or "CARRIER"). AT&T WI and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T WI and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved December 18, 2001 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The purpose of this Amendment is to:

- (i) define "**AT&T-13STATE**", as used herein (**Section 2 below**);
- (ii) define "**AT&T-22STATE**", as used herein (**Section 3 below**);
- (iii) replace General Terms & Conditions Section 4 General Responsibilities of the Parties in its entirety with the revised Section 4 General Responsibilities of the Parties as specified herein (**Section 4 below**);
- (iv) amend General Terms & Conditions Section 5 Effective Date, Term and Termination to add Section 5.2.1 as specified herein (**Section 5 below**);
- (v) replace General Terms & Conditions Section 7 Deposits (**12-STATE**) in its entirety with the revised Section 7 Deposits as specified herein (**Section 6 below**);
- (vi) replace General Terms and Conditions Section 8 Billing and Payment of Charges in its entirety with the revised Section 8 Billing and Payment of Charges as specified herein (**Section 7 below**);
- (vii) amend General Terms & Conditions Section 17 Notices to modify Section 17.7.1 as specified herein (**Section 8 below**);
- (viii) replace General Terms & Conditions Section 34 Taxes in its entirety with the revised Section 34 Taxes as specified herein (**Section 9 below**);
- (ix) replace Appendix Reciprocal Compensation Section 1 Appendix Scope of Term in its entirety with the revised Section 1 Appendix Reciprocal Compensation as specified herein (**Section 10 below**);
- (x) replace Appendix Reciprocal Compensation Section 3 Classification of Traffic in its entirety with the revised Section 3 Classification of Traffic as specified herein (**Section 11 below**);
- (xi) replace Appendix Reciprocal Compensation Section 5 Local Call Termination in its entirety with the revised Section 5 Local Call Termination as specified herein (**Section 12 below**);
- (xii) replace Appendix Reciprocal Compensation Section 6 Non-Local Call Termination in its entirety with the revised Section 6 Non-Local Call Termination as specified herein (**Section 13 below**);
- (xiii) replace Appendix Reciprocal Compensation Section 12 Meet-Point-Billing (MPB) and Switched Access Traffic Compensation in its entirety with the revised Section 12 Meet-Point-Billing (MPB) and Switched Access Traffic Compensation as specified herein (**Section 14 below**);

- (xiv) replace Appendix Reciprocal Compensation Section 14 Switched Access Traffic in its entirety with the revised Section 14 Switched Access Traffic as specified herein (**Section 15 below**);
 - (xv) replace Appendix Reciprocal Compensation Section 15 Billing for Mutual Compensation – **SBC-AMERITECH, NEVADA, PACIFIC, SNET** in its entirety with the revised Section 15 Billing for Mutual Compensation – **SBC-AMERITECH, SNET** as specified herein (**Section 16 below**);
 - (xvi) amend to remove Appendix Reciprocal Compensation Section 16 Reservation of Rights and Specific Intervening Law Terms to remove Section 16 Reservation of Rights and Specific Intervening Law as specified herein (**Section 17 below**);
 - (xvii) replace Appendix UNE (Unbundled Network Elements) Section 2.2 with the revised Section 2.2 as specified herein (**Section 18 below**).
2. As used in this amendment, "**AT&T-13STATE**" means the AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin, which is also referenced in this amendment and throughout the agreement as "**SBC-13STATE**".
3. As used in this amendment, "**AT&T-22STATE**" means the AT&T-owned ILEC(s) doing business in Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.
4. General Terms & Conditions Section 4 General Responsibilities of the Parties is hereby deleted and replaced with the following language:
4. GENERAL RESPONSIBILITIES OF THE PARTIES
- 4.1 Upon approval by the Commission, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within ____ calendar days and to residential End Users within ____ calendar days.
 - 4.2 **SBC-12STATE** and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.
 - 4.3 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 **SBC-13STATE**'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.
 - 4.4 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.
 - 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
 - 4.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.

- 4.6.1 **PACIFIC** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in **PACIFIC**'s LIDB.
- 4.6.2 **NEVADA** does not have a line information database and/or Calling Name database. Line Information Database services can be purchased from **PACIFIC**.
- 4.7 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:
- 4.7.1 With respect to CLEC's performance under this Agreement, and in addition to CLEC's obligation to indemnify, CLEC shall at its sole cost and expense:
- 4.7.1.1 maintain the insurance coverage and limits required by this Section 6 and any additional insurance and/or bonds required by law:
- 4.7.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;
- 4.7.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 6.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and
- 4.7.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, CLEC may procure insurance from the state fund of the state where work is to be performed; and
- 4.7.1.4 deliver to **AT&T-22STATE** certificates of insurance stating the types of insurance and policy limits. CLEC shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to **AT&T-22STATE**. CLEC shall deliver such certificates:
- 4.7.1.4.1 prior to execution of this Agreement and prior to commencement of any Work;
- 4.7.1.4.2 prior to expiration of any insurance policy required in this Section 4.7.
- 4.7.2 The Parties agree:
- 4.7.2.1 the failure of **AT&T-22STATE** to demand such certificate of insurance or failure of **AT&T-22STATE** to identify a deficiency will not be construed as a waiver of CLEC's obligation to maintain the insurance required under this Agreement;
- 4.7.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CLEC,

nor be deemed as a limitation on CLEC's liability to AT&T-22STATE in this Agreement;

4.7.2.3 CLEC may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

4.7.2.4 CLEC is responsible for any deductible or self-insured retention.

4.8 The insurance coverage required by this Section 4.7 includes:

4.8.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

4.8.1.1 \$500,000 for Bodily Injury – each accident; and

4.8.1.2 \$500,000 for Bodily Injury by disease – policy limits; and

4.8.1.3 \$500,000 for Bodily Injury by disease – each employee

4.8.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-22STATE, its Affiliates, and their directors, officers and employees.

4.8.2 In states where Workers' Compensation insurance is a monopolistic state-run system, CLEC shall add Stop Gap Employers Liability with limits not less than 500,000 each accident or disease.

4.8.3 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

4.8.3.1 \$2,000,000 General Aggregate limit; and

4.8.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and

4.8.3.3 \$1,000,000 each occurrence limit for Personal Injury and Advertising Injury; and

4.8.3.4 \$2,000,000 Products/Completed Operations Aggregate limit; and

4.8.3.5 \$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

4.8.4 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for CLECs who collocate on AT&T-22STATE's premises with limits of at least:

4.8.4.1 \$10,000,000 General Aggregate limit; and

4.8.4.2 \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and

4.8.4.3 \$5,000,000 each occurrence limit for Personal Injury and Advertising Injury; and

- 4.8.4.4 \$10,000,000 Products/Completed Operations Aggregate limit; and
- 4.8.4.5 \$2,000,000 Damage to Premises Rented to You (Fire Legal Liability).
- 4.8.5 The Commercial General Liability insurance policy must:
 - 4.8.5.1 include AT&T-22STATE, its Affiliates, and their directors, officers, and employees as Additional Insureds. A Collocated CLEC shall also provide a copy of the Additional Insured endorsement to AT&T-22STATE. The Additional Insured endorsement may either be specific to AT&T-22STATE or may be “blanket” or “automatic” addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T-22STATE, its Affiliates, and their directors, officers and employees; and
 - 4.8.5.2 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T-22STATE.
- 4.8.6 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.
- 4.9 This Section 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.
- 4.10 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:
 - 4.10.1 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
 - 4.10.2 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
 - 4.10.3 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.
- 4.11 Upon CLEC signature of this Agreement, CLEC shall provide SBC-13STATE with CLEC'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.
- 4.12 In the event that CLEC 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

CLEC identifier (collectively, a "CLEC Change"), CLEC shall submit written notice to SBC-13STATE within thirty (30) calendar days of the first action taken to implement such CLEC Change. A CLEC may make one (1) CLEC Change in any twelve (12) month period without charge by SBC-13STATE for updating its databases, systems, and records solely to reflect such CLEC Change. In the event of any other CLEC Change, SBC-13STATE reserves the right to seek recovery of the costs associated with updating the applicable SBC-13STATE databases, systems, and records to reflect the CLEC Change. Notwithstanding the above, for each CLEC Change the CLEC shall pay any applicable charges associated with recording and otherwise updating any CLEC branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to SBC-13STATE to make the CLEC Change.

- 4.13 When a End User changes its service provider from SBC-13STATE to CLEC or from CLEC to SBC-13STATE 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.
- 4.13.1 The following pertains to AM-IL, AM-WI and PACIFIC only:
- 4.13.2 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(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.
- 4.14 The following applies to AM-IN only:
- 4.14.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(l)(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.
- 4.15 The following applies to AM-MI only:
- 4.15.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer 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.
- 4.16 The following applies to AM-OH only:
- 4.16.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer 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.
- 4.17 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.

- 4.18 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. **General Terms & Conditions Section 5 Effective Date, Term and Termination is hereby 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 from December 6, 2002 until February 26, 2014 (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 CLEC, by AT&T WI 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.

6. **General Terms & Conditions Section 7 Deposits is hereby deleted and replaced with the following language:**

7. **DEPOSITS (SBC-12STATE)**

7.1 The deposit requirements set forth in this Section 7 apply to the Interconnection Services, 251(c)(3) UNEs, Collocation or any other functions, facilities, products or services ("Services") to be furnished under this Agreement. If SBC-12STATE requires CLEC to provide a security deposit, CLEC shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of SBC-12STATE's request, as applicable. Deposit request notices will be sent to CLEC via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in SBC-12STATE's applicable Tariff.

7.2 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with all SBC-owned ILECs where CLEC is doing or has done business as a local service provider, CLEC shall remit an initial cash deposit to SBC-12STATE prior to the furnishing of Services in each state covered by this Agreement. The deposit required by the previous sentence shall be determined as follows:

7.2.1 for NEVADA, PACIFIC or SWBT, if immediately prior to the Effective Date, CLEC was not operating as a Local Service Provider in a state covered by this Agreement, the initial deposit for that state shall be in the amount of \$17,000; or

7.2.2 for NEVADA, PACIFIC or SWBT, if immediately prior to the Effective Date, CLEC was operating as a Local Service Provider in a state covered by this Agreement, the deposit for that state shall be in the amount calculated using the method set forth in Section 7.7 of this Agreement; or

7.2.3 for SBC-AMERITECH, subject to external credit check verification and/or financial statement review, SBC-AMERITECH may require up to three (3) months of projected average monthly billings as a deposit.

- 7.2.4 If CLEC has established a minimum of twelve (12) consecutive months good credit history with all SBC-owned ILEC(s) (that is, AMERITECH, NEVADA, PACIFIC, SNET and SWBT) with which CLEC is doing or has done business as a Local Service Provider, SBC-12STATE shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 through Section 7.10 of this Agreement shall continue to apply in each state for the Term. In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with each SBC-owned ILEC with which CLEC is doing or has done business, CLEC's payment record with each SBC-owned ILEC 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 shall be held by SBC-12STATE as a guarantee of payment of charges billed to CLEC, provided, however, SBC-12STATE may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:
- 7.3.1 when SBC-12STATE sends CLEC the second delinquency notification during the most recent twelve (12) months; or
- 7.3.2 when SBC-12STATE suspends CLEC's ability to process orders in accordance with Section 9.6.1.1; or
- 7.3.3 when CLEC files for protection under the bankruptcy laws; or
- 7.3.4 when an involuntary petition in bankruptcy is filed against CLEC 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, SBC-12STATE shall credit any cash deposit to CLEC's account so long as CLEC 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 CLEC's account at the time that the cash deposit is credited to CLEC's account.
- 7.4 So long as CLEC maintains timely compliance with its payment obligations, SBC-12STATE will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, SBC-12STATE 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 covered by this Agreement, CLEC has been sent one delinquency notification letter by SBC-12STATE, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:
- 7.5.1 for NEVADA, PACIFIC or SWBT for a two (2) month period exceeds the deposit amount held; or
- 7.5.2 for AMERITECH for a two (2) to four (4) month period exceeds the deposit amount held.
- 7.6 Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters by SBC-12STATE, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

- 7.6.1 for NEVADA, PACIFIC or SWBT for a two (2) month period exceeds the deposit amount held; or
- 7.6.2 for AMERITECH 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 CLEC for up to a three (3) month period. The most recent six (6) months billing on all of CLEC's CBAs/ESBAs/ASBS ("CBA" is utilized in SWBT only; "ESBA" is utilized in PACIFIC and NEVADA only; "ASBS" is utilized in AMERITECH only) and BANs for Services, as appropriate shall be used to calculate CLEC's monthly average.
- 7.8 Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, CLEC shall remit the additional deposit amount to SBC-12STATE within fifteen (15) calendar days of receipt of written notification from SBC-12STATE requiring such deposit. If CLEC fails to furnish the required deposit within fifteen (15) calendar days of receipt of written notice requesting such deposit, SBC-12STATE shall begin the process set forth in Section 9 of this Agreement for that state. If CLEC 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 SBC-12STATE shall begin the procedure(s) set forth in Sections 9.5 and 9.6 of this Agreement for that state.
- 7.9 Notwithstanding anything else set forth in this Agreement, if SBC-12STATE makes a request for a deposit in accordance with the terms of this Section 7, then SBC-12STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC-12STATE with the deposit payment requested; provided, however, that SBC-12STATE will permit CLEC a minimum of fifteen (15) calendar days to respond to a request for deposit before invoking this Section 7.9.
- 7.10 In the event CLEC fails to provide SBC-12STATE with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to CLEC may be suspended, discontinued or terminated in accordance with the terms of Section 7.9 above. Upon termination of services, SBC-12STATE shall apply any security deposit to CLEC's final bill for its account(s). If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, SBC-12STATE may also invoke the provisions set forth in Section 9 below.
- 7.11 A Cash Deposit held by SBC-12STATE shall be returned to CLEC if the following conditions have been met:
- 7.11.1 Payment was made on bills rendered to CLEC by SBC-12STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3 below) as of the Bill Due Date for all but one time during the prior twelve (12) month period and all payments were made with checks that were honored; and
- 7.11.2 There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.

- 7.12 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to SBC-7STATE. No interest shall be paid by SBC-7STATE for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. SBC-7STATE may demand payment from the issuing bank of any irrevocable bank letter of credit upon the occurrence of any of the events listed in Section 7.3.1 through 7.3.4.
- 7.13 The fact that SBC-12STATE holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.
- 7.14 For Deposit requirements for SNET, see the applicable DPUC ordered tariff.
7. **General Terms & Conditions Section 8 Billing and Payment of Charges is hereby deleted and replaced with the following language:**
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 Remittance in full of all bills rendered by SBC-AMERITECH, SBC-SWBT and PACIFIC 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.
- 8.1.2 Remittance in full of all bills rendered by NEVADA is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the “**Bill Due Date**”.
- 8.1.3 Remittance in full of all bills rendered by SNET is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the “**Bill Due Date**”.
- 8.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”).
- 8.1.5 If CLEC 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 CLEC 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-13STATE as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge shall be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.
- 8.1.5.1 If any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than the SBC-SWBT Customer Records Information System (CRIS) is Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SBC-8STATE intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any

SBC-8STATE billing system other than SBC-SWBT's CRIS shall comply with the process set forth in the applicable SBC-8STATE intrastate access services tariff for that state.

- 8.1.5.2 If any charge incurred under this Agreement that is billed out of SBC-SWBT's CRIS is Past Due, interest shall be applied to the unpaid amounts from the day following the Bill Due Date until paid. The interest rate applied to SBC-SWBT CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC-SWBT intrastate retail Commission-approved tariff governing Late Payment Charges to SBC-SWBT's retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of SBC-SWBT's CRIS shall be governed by the SBC-SWBT intrastate retail Commission-approved tariff governing Late Payment Charges to SBC-SWBT's retail End Users that are business End Users in that state.
- 8.1.5.3 If any charge incurred under this Agreement that is billed out of any SBC-AMERITECH 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 SBC-13STATE under this Agreement 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 SBC-13STATE'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 CLEC shall make all payments to SBC-12STATE via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SBC-12STATE. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC shall use the CCD+ or the CTX transaction set. CLEC and SBC-12STATE shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by SBC-12STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. SBC-12STATE shall not be liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 8.3.1 CLEC shall make all payments to SNET in "immediately available funds". All payments to SNET shall be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SNET. If CLEC makes payment through funds transfer via the ACH network, remittance information will be

communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC shall use the CCD+ or the CTX transaction set. CLEC and **SNET** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment shall be received by **SNET** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SNET** shall not be liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

8.4 If any portion of an amount due to the **Billing Party** for Services under this Agreement is subject to a bona fide dispute between the Parties, the **Non-Paying Party** must, prior to the Bill Due Date, give written notice to the Billing Party of the **Disputed Amounts** and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Disputing Party should utilize any existing and preferred form or method provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts, other than disputed charges arising from Intercarrier Compensation into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.

8.5 Requirements to establish Escrow Accounts:

8.5.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

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

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

8.5.2 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 in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

8.5.2.1 The escrow account must be an interest bearing account;

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

8.5.2.3 That none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;

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

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

8.5.2.5.1 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

- 8.5.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or
 - 8.5.2.5.3 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.
- 8.6 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.1.
- 8.7 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.
- 8.8 If the Non-Paying Party disputes any charges 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 completed:
- 8.8.1 the Billing Party will 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;
 - 8.8.2 within ten (10) business days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any accrued interest thereon;
 - 8.8.3 within ten (10) business days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and
 - 8.8.4 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.
- 8.9 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 11.12.1 above and Section 11.12.3 above are completed within the times specified therein.
- 8.10 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.6 shall be grounds for termination of this Agreement.
- 8.11 CLEC will notify AT&T-22STATE at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that AT&T-22STATE has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow AT&T-22STATE the opportunity to test the new format and make changes deemed necessary.
- 8.12 If either Party requests one (1) or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy as specified in the Pricing

Schedule, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

8.13 Exchange of Billing Message Information

- 8.13.1 SBC-13STATE will provide CLEC 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 SBC-13STATE in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail End Users of SBC-13STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by SBC-13STATE in connection with Resale Services and Network Elements provided by SBC-13STATE. Procedures and processes for implementing the interfaces with SBC-AMERITECH, PACIFIC, NEVADA, SNET, and SBC-SWBT will be included in implementation requirements documentation.
- 8.13.2 To establish file transmission for the Daily Usage File, CLEC must provide a separate written request for each state to SBC-AMERITECH, PACIFIC, NEVADA, SNET and SBC-SWBT no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 8.13.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users lines provided by SBC-AMERITECH, SBC-SWBT and SNET through Resale or Network Elements will be forwarded to CLEC as rated call detail on the DUF. Unless otherwise specified in Appendix Message Exchange, call detail for LEC-carried calls that are alternately billed to CLEC End User lines provided by PACIFIC or NEVADA through Resale or Network Elements will be forwarded to CLEC as rated call detail on the DUF.
- 8.13.4 SBC-SWBT shall bill CLEC for Usage Extract furnished by SBC-SWBT in accordance with the price(s) provided in the applicable Appendix Pricing under “Electronic Billing Information”.
- 8.13.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to SBC-13STATE for billing, which would otherwise be processed by SBC-13STATE for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. 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 SBC-13STATE records the message.
- 8.13.6 SBC-AMERITECH, NEVADA and PACIFIC Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states shall be subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.
- 8.13.7 CLEC 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.

8. **General Terms & Conditions Section 17.7.1 Notices is hereby deleted and replaced with the following language:**

17.7.1 **AT&T-22STATE** communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

9. **General Terms & Conditions Section 34 Taxes is hereby deleted and replaced with the following language:**

34. Taxes

34.1 **“Tax” or “Taxes”** means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated, including any changes or other payments, contractual or otherwise, for the use of streets or rights-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement, except for (i) any tax on either Party’s corporate existence, status, property, or income or (ii) any corporate franchise tax.

34.2 Except as otherwise provided in this Section 34, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that 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 Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 34 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is paid by Providing Party to the respective Governmental Authority within the applicable statute of limitations periods for assessment or collection of such Tax, including extensions; provided, however, that the providing Party notifies the purchasing Party within the earlier of (i) sixty (60) days following the running of such limitations period for including extensions, or (ii) six (6) years following the purchasing Party’s payment for the products or services to which such Tax relates.

- 34.3 With respect to any purchase under this Agreement of products or services that are resold by the purchasing Party to a Third Party or used as a component part of or integrated into a product or service sold to a Third Party, if any Tax is imposed on or with respect to such sale by the purchasing Party, the purchasing Party shall pay or remit such Tax to the respective Governmental Authority. If the purchasing Party fails to pay or remit any Tax as required by Applicable Law, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such Tax and any interest and penalties thereon. Notwithstanding any other provision of this Agreement, the purchasing Party agrees to protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, any interest or penalties thereon, and any costs or expenses (including attorney fees) incurred by the providing Party as a result of any claim asserted or actions taken by the respective Governmental Authority to assess against or collect from the providing Party any Tax related to any sale by the purchasing Party to a third Party.
- 34.4 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the Providing Party shall have the right to bill, and the Purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the Purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section 34 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes 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 expenses (including attorney fees) that may be incurred by the providing Party in connection with any claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.
- 34.5 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 34, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not

limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 34 not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 34, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts.

- 34.6 If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest.
- 34.7 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 above hereof.

10. Appendix Reciprocal Compensation Section 1 Appendix Scope of Term is hereby deleted and replaced with the following language:

1. APPENDIX SCOPE OF TERM

- 1.1 This Appendix sets forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC, 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 This Appendix is intended to supercede and replace any and all Appendices, Attachments, Rate Schedules, or other sections of the underlying Interconnection Agreement that set forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC. 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 also governs the exchange, routing and rating of all ISP-Bound Traffic between ILEC and CLEC in this state. The terms "ISPs" and "ISP-Bound Traffic" 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.

11. Appendix Reciprocal Compensation Section 3 Classification of Traffic is hereby deleted and replaced with the following language:

3. CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between CLEC and ILEC will be classified as either Local Calls, ISP-Bound Traffic, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic.
- 3.2 For purposes of this Appendix, the Parties agree that "Local Calls" will be compensated at the rates and rate structures in Section 5 of this Appendix, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user of the other Party are:
- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that share a 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 SBC-12STATE, 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. In SNET, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.
- 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 For purposes of this Appendix, the Parties agree that "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and ILEC over each Parties' own facilities in which the originating End User of one Party and the ISP served by the other Party are:
- 3.7.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - 3.7.2 both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that share a 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.
- 3.8 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.
- 3.9 Private Line Services include private line-like and special access services and are not subject to switched access charges or reciprocal compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two (2) points. Private Line Services are used to consolidate communications over one (1) line for voice, data, video or multimedia.
- 3.10 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.
- 3.11 Where the Parties are performing a transiting function as defined in Section 9 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.

12. Appendix Reciprocal Compensation Section 5 Local Call Termination is hereby deleted and replaced with the following language:

5. LOCAL CALL TERMINATION

- 5.1 The compensation set forth below will apply to all Local 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 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 Reciprocal Compensation Terminating Rates, attached hereto and incorporated by reference as if fully set forth below:
- 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 a 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 traffic destined for ISPs 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 ILEC and CLEC in the monthly billing cycle.
- 5.6 All ISP-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-Bound Traffic the same as for Local Calls under this Appendix.

13. Appendix Reciprocal Compensation Section 6 Non-Local Call Termination is hereby deleted and replaced with the following language:

6. Non-Local Call Termination

- 6.1 The compensation set forth below will also apply to all ISP-Bound Traffic as defined in section 3.7 of this Appendix, regardless of whether the call is terminated directly to an End Office or through a Tandem.
- 6.2 The parties acknowledge that on April 27, 2001, the FCC release 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") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Circ. 2002). In accordance with Paragraph 79 of the FCC's ISP Compensation Order, ILEC and CLEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) traffic and ISP-Bound traffic exchanged between ILEC and CLEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 6.2. 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, ILEC and CLEC will remain obligated to pay reciprocal compensation rates for Section 251(b)(5) traffic and the rates set forth in Section 6.2.2 for ISP-Bound Traffic. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

6.2.1 The rates, terms and conditions in this section apply only to the termination of for ISP-Bound Traffic, and ISP-Bound Traffic is subject to the rebuttable presumption in Section 6.2 above.

6.2.2 The Parties agree to compensate each other for the transport and termination for ISP-Bound Traffic on a minute of use basis, at \$.0007 per minute of use.

6.3 NON-LOCAL CALL TERMINATION

The Parties recognize and agree that traffic destined for ISPs 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

6.4 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 underlying 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.

6.5 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 underlying Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

14. Appendix Reciprocal Compensation Section 12 Meet-Point-Billing (MPB) and Switched Access Traffic Compensation is hereby deleted and replaced with the following language:

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.
- 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 exchange of records to accommodate MPB will be on a reciprocal, no charge basis.
- 12.5.1 The Parties also agree that AT&T-13STATE and CLEC will exchange EMI Records when each is acting as the Official Recording Company. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the End Office company for originating traffic, (2) the Tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 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 ILEC performs 800 database queries, ILEC will charge the 800 Service Provider for the database query in accordance with standard industry practices.
- 12.7 SBC-13STATE and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 12.8 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.

15. **Appendix Reciprocal Compensation Section 14 Billing for Mutual Compensation – SBC-SWBT is hereby deleted and replaced with the following language:**

14. BILLING FOR MUTUAL COMPENSATION

- 14.1 For the purposes of this Agreement only, Switched Access Traffic shall mean traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that terminates over a Party's circuit switch, including traffic from a service that (i) originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Switched Access Traffic excludes Private Line and private line-like services, as defined in Section 3.9. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed AT&T-13STATE's access tariff rates. In accordance with applicable law, CLEC may charge its tariffed rate for switched access service, as approved by, or filed in compliance with, the applicable state or federal regulatory authority. Provided, however, the terms of this Section 14 above, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
- 14.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider.
- 14.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T-13STATE End User that obtains local dial tone from AT&T-13STATE where AT&T-13STATE is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider:
- 14.1.3 Switched Access Traffic delivered to AT&T-13STATE from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or
- 14.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.
- 14.2 Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).
- 14.2.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described in Section 14.1.4 to either Party over Local

Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 14.1.4 from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such Interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not blocked.

- 14.3 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.
- 14.4 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.
- 14.5 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 14.6 MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 14.7 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with SBC-13STATE, SBC-13STATE will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

16. Appendix Reciprocal Compensation Section 15 Billing for Mutual Compensation – SBC-AMERITECH, SNET is hereby deleted and replaced with the following language:

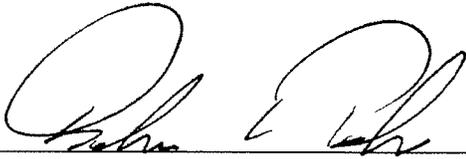
15. BILLING FOR MUTUAL COMPENSATION – SBC-AMERITECH, SNET
 - 15.1 In SBC-AMERITECH and SNET, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party 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:

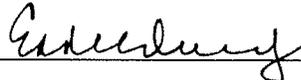
- 15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and
- 15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination 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.

17. Amend to remove in its entirety **Appendix Reciprocal Compensation Section 16 Reservation of Rights and Specific Intervening Law Terms.**
18. This amendment effectively deletes all 271 elements and pricing, whether in the agreement or Pricing Schedules by removing **Appendix UNE Section 2.2** in its entirety and replacing the section with the following:
- 2.2 **SBC-13STATE** will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3) and 47 CFR Section 51.307(a))
19. **EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.**
20. 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.
21. This Amendment shall be coterminous with the underlying Agreement.
22. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

US Signal Company, L.L.C.

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

By: 
Name: Richard Postma
Title: C.E.O.
Date: December 1, 2010

By: 
Name: Eddie A. Reed, Jr.
Title: Director - Interconnection Agreements
Date: 12-2-10

CLEC OCN

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