AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32301

T: 850.577.5555
F: 850.222.8640
www.att.com

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March 26, 2008

Mrs. Ann Cole
Director, Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and First Communications, LLC

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and two copies of the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and First Communications, LLC.

If you have any questions please do not hesitate to contact Robyn Yant at (850) 577-5551.

CMP 1
COM
CTR
ECR
GCL 1
OPC
RCA
SCR
SGA
SEC
OTH

Very truly yours,

Robyn Yant for
Jerry D. Hendrix
Regulatory Vice President

DOCUMENT NUMBER-DATE
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CLEC Agreement With:

First Communications, LLC

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

between

BellSouth Telecommunications, Inc. d/b/a AT&T Florida

and

First Communications, LLC

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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 _____, 2008 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Florida[1] (AT&T) and, First Communications, LLC (CLEC), (a Limited Liability Corporation), shall apply to the state of Florida.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business 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 residential and business 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, CLEC intends to operate where AT&T is the incumbent Local Exchange Carrier(s) and CLEC, 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 the foregoing AT&T Service areas by the appropriate State Commission(s);

In entering into this Agreement, AT&T does not waive, 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 as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir.

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[1] BellSouth Telecommunications, Inc. (previously referred to as "BellSouth"), is a wholly-owned subsidiary of AT&T Inc. and now operates under the name "BellSouth Telecommunications, Inc. d/b/a AT&T Florida" pursuant to an assumed name filing with the State of Florida.

2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), AT&T shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and First Communications' own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in the Agreement constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in this Agreement and except to the extent that AT&T has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Florida in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T's right to exercise its option at any time to adopt on a date specified by AT&T the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. It is AT&T's position that this Agreement is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the Agreement and also is subject to any appeals involving the Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement, 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"). In such event, it is AT&T's position and

intent that the Parties immediately incorporate changes from the Separate Agreement, made as a result of any such action into this Agreement. Where revised language is not immediately available, it is AT&T's position and intent that the Parties shall expend diligent efforts to incorporate the results of any such action into this Agreement on an interim basis, but shall conform this Agreement to the Separate Agreement, once such changes are filed with the appropriate state commission. With respect to any Written Notices hereunder, Any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the McLeod USA Telecommunications Services, Inc. Agreement for the State of Wisconsin, and the Parties have agreed to other provisions in the Agreement on a "negotiated" basis.

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

WHEREAS, the amendments attached to this Agreement have been sequentially numbered (Amendments 1-5); and

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

The Parties agree that all of the rates, recitals, terms and conditions ("Provisions") set forth in the Agreement (including any and all attachments, appendices and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in the Agreement (including all attachments thereto), and that all of such provisions are integrally related.

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately

follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. 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 State. 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 **"Advanced Services"** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **SBC-13STATE** 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:

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

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

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

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

1.1.7 **"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.

1.1.8 **AM-IL** - As used herein, **AM-IL** means the applicable **SBC**-owned ILEC doing business in Illinois.

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

1.1.10 **AM-MI** - As used herein, **AM-MI** means the applicable **SBC**-owned doing business in Michigan.

1.1.11 **AM-OH** - As used herein, **AM-OH** means the applicable **SBC**-owned ILEC doing business in Ohio.

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

1.1.13 **"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.

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

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

1.1.16 **"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.

1.1.17 **"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.

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

1.1.19 **"Business Day"** means Monday through Friday, excluding holidays on which AT&T does not provision new retail services and products.

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

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

1.1.22 **"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.

1.1.23 **"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.

1.1.24 **"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.

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

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

1.1.27 **"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.

1.1.28 **"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.

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

1.1.29.1 **"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.

1.1.29.2 **"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.

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

1.1.30.1 "CNAM Query" means a LIDB Service Application that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC's local CNDS subscribers.

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

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

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

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

1.1.34.1 **the Arkansas Public Service Commission (AR-PSC);**
1.1.34.2 **the Public Utilities Commission of the State of California (CA-PUC);**

1.1.34.3 **the Connecticut Department of Public Utility Control (CT-DPUC);**
1.1.34.4 **the Illinois Commerce Commission (IL-CC);**
1.1.34.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
1.1.34.6 **the Kansas Corporation Commission (KS-CC);**
1.1.34.7 **the Michigan Public Service Commission (MI-PSC);**
1.1.34.8 **the Missouri Public Service Commission (MO-PSC);**
1.1.34.9 **the Public Utilities Commission of Nevada (NV-PUC);**
1.1.34.10 **the Public Utilities Commission of Ohio (PUC-OH);**
1.1.34.11 **the Oklahoma Corporation Commission (OK-CC);**
1.1.34.12 **the Public Utility Commission of Texas (PUC-TX);**
1.1.34.13 **the Public Service Commission of Wisconsin (PSC-WI); and**
1.1.34.14 **the Florida Public Service Commission (PSC-FL)**

1.1.35 **"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.

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

1.1.37 **"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.

1.1.38 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **AT&T** and forwarded to CLEC.

1.1.39 **"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.

1.1.40 **"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.

1.1.41 **"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.

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

1.1.42.1 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;

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

1.1.42.3 any Force Majeure Event.

1.1.43 **"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.

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

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

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

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

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

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

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

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

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

1.1.50 **"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.

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

1.1.52 **"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.

1.1.53 **"Feature Group D" (FG-D)** 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.

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

1.1.55 **"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.

1.1.56 **"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.

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

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

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

1.1.60 **"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).

1.1.61 **"Interconnection"** is As Defined in the Act.

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

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

1.1.64 **"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.

1.1.65 **"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.

1.1.66 **"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.

1.1.67 **"ISP-Bound Traffic"** for purposes of reciprocal compensation, is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

1.1.68 **"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 Data 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.

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

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

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

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

1.1.73 **"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.

1.1.7.4 "Local Calls", for purposes of intercarrier compensation, is traffic that is defined as "Local" in the Appendix Reciprocal Compensation.

1.1.74 **"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).

1.1.75 **"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.

1.1.76 **"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.

1.1.76a **"Local Traffic"** for purposes of reciprocal compensation, is defined as any telephone call that originates from one Party's customer located in one exchange and terminates to the other Party's customer in either the same exchange, or other local calling area associated with the originating calling party's exchange as defined and specified in Section A3 of AT&T's GSST. Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

1.1.77 **"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).

1.1.78 **"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.

1.1.79 **"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.

1.1.80 **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.

1.1.81 **"Meet-Point Trunks/Trunk Groups" (MPTGs)** are used for the joint provision of Switched Access services, pursuant to Telecordia 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.

1.1.82 **"Multiple Bill/Single Tariff"** 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 single tariff (MM).

1.1.83 **"Mutual Compensation"** is the compensation agreed upon by the Parties for those "Local Calls" that originate on one network and terminate on the other network.

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

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

1.1.87 **"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.

1.1.88 **"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.

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

1.1.90 **"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.

1.1.91 **"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.

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

1.1.93 **"Party"** means either CLEC or the AT&T-owned ILEC; use of the term "Party" includes each of the AT&T-owned ILEC(s) that is a party to this Agreement. **"Parties"** means both CLEC and the AT&T-owned ILEC; use of the term "Parties" includes each of the AT&T-owned ILEC(s) that is a party to this Agreement.

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

1.1.95 **"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."

1.1.96 **"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.

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

1.1.98 **"Rate Center Area"** means the following in each applicable area:
1.1.98.1 **SBC-AMERITECH**

1.1.98.1.1 "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.

1.1.98.2 **NEVADA**

1.1.98.2.1 "Rate Center" denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in PUC-NV tariff A6.2.7.

1.1.98.3 **PACIFIC**

1.1.98.3.1 "Rate Center" denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.

1.1.98.4 **SNET**

1.1.98.4.1 "Rate Center means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.

1.1.98.5 **SBC-SWBT**

1.1.98.5.1 "Rate Center" means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs."

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

1.1.100 **"Reference of Calls"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

1.1.101 **AT&T Inc.** means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.1.102 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable SBC owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.103 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.104 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.105 **SBC-10STATE** - As used herein, **SBC-10STATE** means an the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.106 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.107 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.108 **"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.

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

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

1.1.111 **"Service Switching Point" (SSP)** is a telephone Central Office Switch equipped with a Signaling System 7 (SS7) interface.

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

1.1.113 **"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.

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

1.1.115 **"Special Billing Number" SBN** means a Line Record in LIDB that is based on an NXX-o/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).

1.1.116 **"State Abbreviation"** means the following:

1.1.116.1 "AR" means Arkansas
1.1.116.2 "CA" means California
1.1.116.3 "CT" means Connecticut
1.1.116.4 "IL" means Illinois
1.1.116.5 "IN" means Indiana
1.1.116.6 "KS" means Kansas
1.1.116.7 "MI" means Michigan
1.1.116.8 "MO" means Missouri
1.1.116.9 "NV" means Nevada
1.1.116.10 "OH" means Ohio
1.1.116.11 "OK" means Oklahoma
1.1.116.12 "TX" means Texas
1.1.116.13 "WI" means Wisconsin
1.1.116.14 "FL" means Florida

1.1.117 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable SBC owned ILEC doing business in Arkansas.

1.1.118 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable SBC owned ILEC doing business in Kansas.

1.1.119 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable SBC owned ILEC doing business in Missouri.

1.1.120 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable SBC owned ILEC doing business in Oklahoma.

1.1.121 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable SBC owned ILEC doing business in Texas.

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

1.1.122 **"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.

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

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

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

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

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

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

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

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

1.1.131 **"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).

1.1.131a**"Transit Traffic"** is traffic originating on CLEC's network that is switched and/or transported by AT&T and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by AT&T and delivered to CLEC's network.

1.1.131b**"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. All LIDB queries that use the same Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

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

1.1.132 **"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.

1.1.133 **"Zone"** means one of the three geographically deaveraged UNE pricing zones to which AT&T's UNE loops and subloops are assigned . The pricing zone assignment for each AT&T serving wire center is specified in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

1.2 DEFINITIONS APPLICABLE TO **SBC-12STATE** ONLY

1.2.1 **"Data Base Administration Center"** (DBAC) means an **SBC-12STATE** location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

1.2.2 **"Designated Central Office Document"** (**Document DCO**) is a document that is referenced in **SBC-12STATE** Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the CLEC Central Offices, CLEC Routing Points, Activation Dates, the POI(s) and the applicable **SBC-12STATE** Central Offices.

1.2.3 **"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.

1.2.4 **"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.

1.2.5 **"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.

1.2.6 **"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.

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

1.2.8 **"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.

1.3 DEFINITIONS APPLICABLE TO **SBC-8STATE** ONLY

1.3.1 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding **SBC-8STATE** to the client/End User community.

1.3.2 **"Trunk-Side"** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office Switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.3.3 **"Port"** is the point of interface/access connection to the **SNET** public switched network. This may be a switch line side interface or switch trunk side interface.

1.4 DEFINITIONS APPLICABLE TO **SBC-7STATE** ONLY

1.4.1 **"Line Side"** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.4.2 **"Mid-Point Meet"** is as defined in the appropriate Appendix NIM. The facility hand off point may differ from the billing point of interconnection.

1.4.3 **"Serving Wire Center" (SWC)** means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located.

1.4.4 **"Control Office"** means the appropriate exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.

1.4.5 **"Data Interexchange Carrier" (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC-7STATE** and CLECs interconnecting with its network. This reciprocal exchange of data enables **SBC-7STATE** and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group

enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.

1.4.6 **"Local Interconnection Trunks/Trunk Groups"** are used for the termination of Local Exchange Traffic, pursuant to Telecordia Technical Reference GR-317-CORE "GR-317.

1.4.7 **"Mid-Span Meet"** is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC's portion of the transmission facility.

1.5 DEFINITIONS APPLICABLE TO **SNET** and **SBC-AMERITECH** ONLY

1.5.1 **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.

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

1.6 DEFINITIONS APPLICABLE TO **SBC-AMERITECH** ONLY

1.6.1 **"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.

1.6.2 **"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. These definitions appear to be related to two different scenarios and will need to remain in tact.

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

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

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

1.6.6 **"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 **SBC-AMERITECH** Serving Wire Center.

1.6.7 **"Switched Exchange Access Service"** means the offering of transmission or switching cervices 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.

1.7 DEFINITIONS APPLICABLE TO **SNET** ONLY

1.7.1 **"800 Series"** is a Telecommunications Service for business or residence that allows calls to be made to a specific location at no charge to the calling party. Use of the "800" Service Access Code (e.g., 800, 888) denotes calls that are to be billed to the receiving party. A computer database in the provider's network translates the 800 series number into a conventional 7 or 10-digit telephone number for network switching and routing.

1.7.2 **"Charge Number"** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.

1.7.3 **"ConnNET"** is a CT packet switching network used for data communication to and from hosts and databases.

1.7.4 **"Database Administrative Service LIDB Operating Guidelines"** (Operating Guidelines) means the document developed by **SNET** that provides detailed instructions as to the working parameters of **SNET**'s provision of the LIDB Administrative System to CLEC, as may be updated by **SNET** from time to time. **SNET** shall provide such Operating Guidelines to CLEC upon execution of this Agreement.

1.7.5 **"Initial Billing Company" (IBC)** refers to the LEC that provides Feature Group B or D services at an End Office.

1.7.6 **"LIDB/AS"** means the LIDB administrative system for **SNET**.

1.7.7 **"Loop"** is a transmission path between the Minimum Point of Presence/Entry (MPOP/E) at any End User location and the Main Distribution Frame (MDF) or Digital Crossconnect Bay (DSX-1) of the **SNET** designated serving wire centers.

1.7.8 **"Subsequent Billing Company"** refers to SNET when it provides a segment of transport or switching services in connection with Feature Group B or D switched access service. (For purposes of this Agreement, the Tandem operator is the Subsequent Billing Company.)

1.7.9 **"Switched Access Service"** means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customer in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.

1.7.10 **"Universal Digital Loop Carrier"** (**UDLC**) describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.

1.8 DEFINITIONS APPLICABLE TO **SBC-SWBT** only

1.8.1 **"Jurisdictional Identification Parameter"** (**JIP**) is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching. (JIP is applicable to **SBC-SWBT** only)

1.8.2 **"Line Validation Administration System"** (LVAS) means the LIDB administrative system for **SBC-SWBT**.

1.8.3 **"Originating Line Information"** (**OLI**) is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party. (OLI is applicable to **SBC-SWBT** only.)

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 "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, 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, CLEC Practice, AT&T 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 be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

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 AT&T's retail tariffs, the term "customer" means the ultimate "customer" 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.

2.6.3 In **SNET** only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with **SNET**, such DPUC-ordered tariffs will prevail.

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 AT&T, 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"). AT&T has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. 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, 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.

2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that the PUCO's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this Agreement contains certain specified rates, terms and conditions that apply only in a designated state ("**state-specific terms**"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to

which this Agreement is submitted for approval under Section 252(e) of the Act.

2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the state 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.

2.11.3 **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, AT&T's obligations under this Agreement shall apply only to:

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

2.12.1.2 Assets that AT&T owns or leases and which are used in connection with AT&T's provision to CLEC 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"**).

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

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

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 (Reserved).

4.2 AT&T 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 AT&T's network as referenced in Telecordia 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 databases. Line information database services can be purchased from **PACIFIC**.

4.7 INSURANCE REQUIREMENTS

4.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $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.

4.7.2 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.

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

4.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.

4.7.5 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.

4.7.6 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.

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

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

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

4.7.7.3 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.

4.7.8 This Section 4.7 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.

4.8 Upon CLEC signature of this Agreement, CLEC shall provide AT&T 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.

4.9 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 as prescribed in the AT&T Merger and Acquistition (M&A) process to **AT&T** within thirty (30) calendar days of the first action taken to implement such CLEC Change. Within thirty (30) calendar days following receipt of that notice, the Parties shall negotiate rates to compensate **AT&T** for the costs to be incurred by **AT&T** to make the CLEC Change to the applicable **AT&T** databases, systems, records and/or recording announcement(s) for CLEC branded/repair calls. In addition, CLEC shall compensate **AT&T** for any service order charges and/or service request charges associated with such CLEC Change. **AT&T**'s agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to CLEC for such CLEC Change.

4.10 When a End User changes its service provider from AT&T to CLEC or from CLEC to AT&T 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.

4.10.1 The following pertains to **AM-IL**, **AM-WI** and **PACIFIC** only:

4.10.1.1 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. 4.10.2 The following applies to **AM-IN** only:

4.10.2.1 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.

4.10.3 The following applies to **AM-MI** only:

4.10.3.1 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.

4.10.4 The following applies to **AM-OH** only:

4.10.4.1 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.

4.11 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.

4.12 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 The Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. The Parties may agree to implement the provisions of this Agreement upon execution.

5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on December 18, 2010 (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 thirty (30) 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 thirty (30) 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 including any Disputed Amounts in accordance 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 either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide AT&T written confirmation if CLEC wishes to pursue a successor agreement with AT&T or terminate its agreement. If CLEC wishes to pursue a successor agreement with AT&T, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with AT&T under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC'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 **AT&T** received CLEC's Section 252(a)(1) request; 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 is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such

* This Section 5.7 is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements Between McLeodUSA Telecommunications Services, Inc. and Wisconsin Bell Telephone Company d/b/a Ameritech Wisconsin, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

successor Agreement. Termination of this Agreement pursuant to (ii) shall be suspended if CLEC has initiated a request for interconnection, pursuant to §§ 252(a) and (b) of the Act, for negotiation, mediation or arbitration of a successor agreement.

5.7.1 Either Party has the right to petition the Commission if there are Regulatory changes affecting pricing of UNEs after the expiration of the Interconnection Agreement between the Parties. The "effective date" of the petitioned rates will be the date of the Commission order. The Commission approved petitioned rates shall not be retroactive to the expiration date of the prior agreement unless the Commission expressly orders retroactive application. Both Parties agree to request an expedited decision.

5.7.2 If **SBC-AMERITECH** has approved tariffs on file for interconnection or wholesale services, CLEC may purchase services from **SBC-13STATE** from this interconnection agreement, the approved tariffs, or both in its sole discretion.

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), CLEC withdraws its Section 252(a)(1) request, CLEC 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 CLEC does not wish to pursue a successor agreement with AT&T for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. On the earlier of (i) the ninety-first (91st) calendar day following AT&T 's receipt of CLEC'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 CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the AT&T -owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. On the ninety-first (91st) day following CLEC 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, AT&T and CLEC shall cooperate in good faith to effect an orderly transition of service under

this Agreement; provided that CLEC 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. FRAUD

6.1 AT&T shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

6.2 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 **AT&T** will provide notification messages by telephone to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB.

6.4.1 **SBC-SWBT (on behalf of itself and SNET) and PACIFIC** will use a Sleuth system to determine suspected occurrences of ABS-related fraud for CLEC using the same criteria **SBC-SWBT and PACIFIC** use to monitor fraud on their respective accounts.

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

6.4.3 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.

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

6.5 In **SBC-SWBT and PACIFIC** ABS-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.

6.5.1 In **PACIFIC**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing.

6.6 Traffic Alert Referral Service ("TARS") 1+ Intra-LATA Toll Fraud Monitoring

6.6.1 For terms and conditions for TARS, see Appendix Resale.

6.6.2 TARS is offered in **PACIFIC** only.

7. DEPOSITS

7.1 Prior to the inauguration of service or, thereafter, upon AT&T's request, CLEC shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding CLEC's credit and financial condition. Based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding CLEC's credit and financial condition, AT&T reserves the right to require CLEC to provide AT&T with a suitable form of security deposit for CLEC's account(s). If, in AT&T's sole discretion, circumstances so warrant and/or CLEC's gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CLEC's "accounts receivables and proceeds".

7.2 Security deposit shall take the form of cash, an irrevocable letter of credit (AT&T form), surety bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by CLEC and accepted by AT&T. Any such security deposit shall in no way release CLEC from its obligation to make complete and timely payments of its bill(s). If AT&T requires CLEC to provide a security deposit, CLEC shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of AT&T's request, as applicable. Security 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 AT&T's GSST.

7.3 Security deposits collected under this Section shall not exceed two (2) months' estimated billing for services pursuant to this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if CLEC has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either CLEC or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, CLEC and AT&T shall agree on a level of estimated billings based on all relevant information.

7.4 In the event CLEC fails to provide AT&T 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 9 below. Upon Termination of services, AT&T shall apply any security deposit to CLEC's final bill for its account(s). If no bill is rendered to CLEC, AT&T shall, nevertheless, apply any security deposit to CLEC's outstanding balance.

7.5 At least seven (7) days prior to the expiration of any letter of credit provided by CLEC as security under this Agreement, CLEC shall renew such letter of credit or provide AT&T with evidence that CLEC has obtained a suitable replacement for the letter of credit. If CLEC fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to draw down the full amount of such letter of credit and utilize the cash proceeds as security for CLEC accounts(s). If CLEC provides a security deposit or additional security deposit in the form of a surety bond as required herein, CLEC shall renew the surety bond or provide AT&T with evidence that CLEC has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If CLEC fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for CLEC's account(s). If the credit rating of any bonding company that has provided CLEC with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to CLEC that CLEC must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If CLEC fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for CLEC's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized, in its sole discretion, to draw down the full amount of any letter of credit or take action on any surety bond provided by CLEC as security hereunder if CLEC 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, as required herein and apply the cash proceeds to any outstanding balance on CLEC's accounts and utilize any remaining cash proceeds as security for CLEC's account(s).

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. Payment of all charges to AT&T will be the responsibility of CLEC. CLEC shall pay invoices by utilizing wire transfer services. CLEC shall make payment to AT&T for all services billed including disputed amounts. AT&T will not become involved in billing disputes that may arise between CLEC and CLEC's customer. If payment is not received by the payment due date, a late payment charge shall apply.

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 For AT&T only, payment for services provided by AT&T, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to CLEC's accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. If AT&T does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

8.1.5 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. In **SBC-13STATE** 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 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, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.1.5.2 If any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS is Past Due, the unpaid amounts shall bear interest from 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, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

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 Bill Due Date to and including the date that the payment is actually made and available.

8.2 Late Payment. For AT&T only, if any portion of the payment is not received by AT&T on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of AT&T Florida's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the AT&T Florida intrastate Access Services Tariff, or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, CLEC may be charged a fee for all returned checks at the rate set forth in Section A2 of AT&T Florida's GSST or pursuant to the applicable state law. For **SBC-12STATE** if any charge incurred by **SBC-12STATE** under this Agreement is Past Due, the unpaid amounts shall bear interest from 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-12STATE**'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 For **SBC-12STATE** only, 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 **CT-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 For **SBC-13STATE** only, 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 amounts due to the Billing Party, provided the Non-paying Party may dispute the Disputed Amount under the Dispute Resolution process of this Agreement, or (ii) all undisputed amounts to the Billing Party and 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 In **AM-IL**, **AM-WI** and **AM-MI**, the Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 8.0, above, if: (i) does not have a proven history of late payments and has established a minimum of twelve (12) consecutive months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute), and (ii) the Billed Party has not filed more than three (3) previous billing disputes that were resolved in Billing Party's favor within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute.

8.7.1 (Reserved).
8.7.2 (Reserved).

8.7.3 (Reserved).

8.7.4 (Reserved).

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 such Non-Paying Party, the Parties shall cooperate to ensure that the following action is taken:

8.8.1 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;

8.8.2 for **SBC-13STATE only,** within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the

* Section 8.7 is available only in the states of Illinois, Wisconsin and Michigan. The Parties agree that this language is a non-voluntary offering by **AM-IL**, **AM-WI** and **AM-MI** and consistent with the following orders: Order of the Illinois Commerce Commission in TDS Metrocom, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company d/b/a Ameritech Illinois Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0338; Order of the Public Service Commission of Wisconsin in TDS Metrocom, Inc. Petition for Arbitration of Interconnection Terms, Conditions and Prices from Wisconsin Bell, Inc., d/b/a Ameritech Wisconsin, Docket 05-MA-123; Order of the Michigan Public Service Commission in the matter of the Petition for Arbitration to establish an Interconnection Agreement between TDS Metrocom, Inc., and Ameritech Michigan, Case No. U-12952. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

Non-Paying Party shall be paid to the Non-Paying Party, together with accrued interest thereon, as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable;

8.8.3 for **SBC-13STATE only,** 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, as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.

8.8.4 [Reserved].

8.9 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party shall be grounds for termination of this Agreement. The Party terminating the agreement pursuant to this section must provide the termination notice required by Section 5.3.

8.10 [Reserved].

8.11 Each additional copy of any bill provided for billing or requests multiple billing media from AT&T will incur charges as specified in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in AT&T's Non-Regulated Services Pricing List N6.

8.12 INTENTIONALLY LEFT BLANK

8.13 EXCHANGE OF BILLING MESSAGE INFORMATION

8.13.1 AT&T will provide CLEC a specific Daily Usage File (**"DUF" or "Usage Extract"**) for Resale Services provided hereunder (**"Customer Usage Data"**) when CLEC requests and subscribes to Daily Usage Files as outlined in Chapter Four of the AT&T Billing Guide located on the AT&T Interconnection Services website. Such Customer Usage Data shall be provided by AT&T 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. 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 to the extent that similar usage sensitive information is provided to retail End Users of AT&T within Florida, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T in connection with Resale Services provided by AT&T. Procedures and

processes for implementing the interfaces with AT&T will be included in implementation requirements documentation.

8.13.1.1 This section is intended to entitle CLEC to continue to receive ACDRS records in accordance with current operating procedures between **SBC-AMERITECH** and CLEC under the prior Resale Agreements.

8.13.2 To establish file transmission for the DUF, 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.

8.13.2.1 For AT&T only, CLEC shall send a written request to their Local Contract Manager to subscribe to Daily Usage Files.

8.13.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users will be forwarded to CLEC as rated call detail on the DUF.

8.13.4 AT&T shall bill CLEC for DUF furnished by AT&T in accordance with the price(s) provided in the Resale Rate Exhibit of this Agreement.

8.13.5 Interexchange call detail on Resale Services that is forwarded to AT&T for billing, which would otherwise be processed by AT&T 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 will be provided via AT&T's ODUF and EODUF Services.

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.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

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

9.1.1 INTENTIONALLY LEFT BLANK

9.1.2 Failure to pay 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.

9.1.3 With respect to Resale Services and Network Elements, **SBC-13STATE** will notify CLEC of any Unpaid Charges that remain unpaid fifteen (15) calendar days after the Bill Due Date and that CLECmust remit payment within fourteen (14) calendar days following receipt of **SBC-13STATE**'s notice.

9.2 Discontinuing Service to CLEC in Florida. The procedures for discontinuing service to CLEC in Florida are as follows:

9.2.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:

9.2.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.

9.2.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's customers. Additionally, at the time of Discontinuance, AT&T will remove any Local Service Freezes in place on the billed Party's customers.

9.2.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.

9.2.2 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by CLEC of the rules and regulations of AT&T's tariffs.

9.2.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to CLEC that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 8.1.1 above, or in the case of a security deposit request, in the manner set forth in Section 7.2 above: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.

9.2.3.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.

9.2.3.2 For CABS billed services, AT&T will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that AT&T provides the Suspension notice.

9.2.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, AT&T will provide written notice that AT&T may discontinue the provision of existing services to CLEC if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 8.1.1 above or in the case of a deposit in accordance with Section 7.2 above, within thirty

(30) days following such written notice; provided, however, that AT&T may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 9.3.4.1 below.

9.2.4.1 AT&T may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) CLEC has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) AT&T has sent the subject bill(s) to CLEC within seven (7) business days of the bill date(s), verifiable by records maintained by AT&T:

i. in paper or CDROM form via the United States Postal Service (USPS), or
ii. in magnetic tape form via overnight delivery, or
iii. via electronic transmission; or

(2) AT&T has sent the subject bill(s) to CLEC, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

9.2.4.2 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

9.2.4.3 CLEC is solely responsible for notifying the customer of the Discontinuance of service. If, within seven (7) days after CLEC's services have been Discontinued, CLEC pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of AT&T's GSST, then AT&T will reestablish service for CLEC.

9.2.5 Termination. If within seven (7) days after CLEC's service has been Discontinued and CLEC has failed to pay all past due charges as described above, then CLEC's service will be Terminated.

9.3. AT&T shall not terminate a service or feature provided to a CLEC End User upon the belief that AT&T is not obligated to provide said service or feature under this

Agreement until initiation and conclusion of the dispute resolution procedures in Section 10 of the General Terms and Conditions.

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 **SBC-AMERITECH only**

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, or (ii) 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.

9.5.2 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.

9.6 **SBC-7STATE only**

9.6.1 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed twenty-nine (29) calendar days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall notify CLEC and the Commission in writing that unless all Unpaid Charges for Resale Services and Network Elements are paid within sixteen (16) calendar days following CLEC's receipt of such notice, the Resale Services and/or Network Elements furnished to CLEC under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) shall be disconnected. This notice shall further specify that **SBC-7STATE** shall cause any of CLEC's End Users provisioned through Resale Services to be defaulted to **SBC-7STATE** local service.

9.6.1.1 On the same day that it sends the letter required by Section 9.6.1, **SBC-7STATE** will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from CLEC for any Resale Service or Network Element that could be furnished under this Agreement.

9.6.1.2 Section 9.6.1.1 shall exclude any affected order for Resale Services or Network Elements from any applicable performance interval and computation of any Performance Measurement.

9.6.2 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed forty (40) calendar days past the Bill Due Date of the Unpaid Charges, CLEC shall, at its sole expense, notify its End Users and the Commission that the End Users' service may be disconnected due to CLEC's failure to pay Unpaid Charges, and that its End Users must affirmatively select a new Local Service Provider within five (5) calendar days. This notice shall also advise CLEC's End Users provisioned through Resale Services that **SBC-7STATE** will transfer provisioning of the End User's account to **SBC-7STATE** at the end of the five (5) calendar day period should the Resale End User fail to select a new Local Service Provider in the interim.

9.6.3 If any Unpaid Charges for Resale Services or Network Elements furnished to CLEC under this Agreement remain unpaid and undisputed forty-five (45) calendar days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall disconnect such Resale Services and/or Network Elements.

9.6.3.1 On the same date that these Resale Services are disconnected, **SBC-7STATE** shall cause such End Users provisioned through Resale Services to be transferred directly to **SBC-7STATE**'s local service. To the extent available at retail from **SBC-7STATE**, the Resale End Users transferred to **SBC-7STATE**'s local service shall

receive the same services provided through CLEC immediately prior to the time of transfer; provided, however, **SBC-7STATE** reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

9.6.3.2 Applicable conversion charges and service establishment charges for transferring End Users from CLEC to **SBC-7STATE** as specified in this Section 9.6 shall be billed to CLEC.

9.6.3.3 **SBC-7STATE** shall inform the Commission of the names of all Resale End Users transferred through this process.

9.6.4 Within five (5) calendar days of the transfer, **SBC-7STATE** shall notify all transferred Resale End Users that because of CLEC's failure to pay **SBC-7STATE**, their local service is now being provided by **SBC-7STATE**. **SBC-7STATE** shall also notify each transferred Resale End User that the End User has thirty (30) calendar days to select a new Local Service Provider.

9.6.5 Within twenty (20) calendar days of transfer, **SWBT-KS** shall again notify all transferred Resale End Users who have not exercised their option to select a new Local Service Provider that because of CLEC's failure to pay **SWBT-KS**, their local service is now being provided by **SWBT-KS**. **SWBT-KS** shall also notify the End Users that they have fifteen (15) calendar days remaining to select a local service provider.

9.6.6 If any End User transferred to **SBC-7STATE**'s local service pursuant to Section 9.6.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to **SBC-7STATE**'s local service, **SBC-7STATE** shall terminate the transferred End User's service.

9.6.6.1 The transferred End User shall be responsible for any and all charges incurred during the selection period.

9.6.6.2 **SBC-7STATE** shall notify the Commission of the names of all transferred End Users whose service has been terminated pursuant to this Section 9.6.5.

9.6.7 **SBC-7STATE** may discontinue service to CLEC as provided in Section 9.6.3 and shall have no liability to CLEC or CLEC's End Users in the event of such disconnection or any transfer of Resale End Users to **SBC-7STATE** service in connection with such disconnection.

9.6.8 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide service to any transferred End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such transferred End Users under Applicable Law; provided, however,

9.6.8.1 in **PACIFIC** only, following expiration of the selection period and disconnection of such transferred End Users, where facilities permit, **PACIFIC** will furnish transferred and subsequently disconnected residential End Users with "quick dial tone."

9.6.9 Once the letter required by Section 9.6.1 has been sent to CLEC, **SBC-7STATE** shall not accept any order (other than a disconnect order) relating to Resale Services or Network Elements from CLEC until

9.6.9.1 All Unpaid Charges are paid, and

9.6.9.2 CLEC has furnished **SBC-7STATE** a cash deposit calculated pursuant to the terms and conditions of Section 7.

9.7 **SNET only**

9.7.1 For nonpayment and procedures for disconnection for **SNET**, see the applicable **DPUC** ordered tariff.

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 twenty-four (24) months immediately preceding the date on which the other Party received notice of such Disputed Amounts.

10.1.3 Notwithstanding any other provision of the Agreement, and subject to state and federal regulations, the Parties shall not permit the pendency of a dispute to disrupt service to any CLEC End User contemplated by this Agreement.

10.2 Alternative to Litigation

10.2.1 The Parties desire to expeditiously, economically and equitably resolve disputes arising under this Agreement without litigation. Accordingly, the Parties agree that the following Dispute Resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach are preferred. However, notwithstanding any other language in this Agreement, a Party may in its sole discretion invoke the informal or formal complaint procedures of the appropriate state or federal regulatory agency for any dispute arising out of this agreement or its breach which involves, in whole or in part, the application or interpretation of state or federal telecommunication laws and regulations upon conclusion of the informal Dispute Resolution procedures set forth in Section 10.5. In the event a Party invokes the jurisdiction of the appropriate state or regulatory agency, both Parties agree that the agency has jurisdiction to resolve all disputes arising under this Agreement to the extent permitted by Applicable Law.

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 AT&T Wholesale Customer Care Center ;

10.3.1.2 Informal Dispute Resolution; and

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

10.4 AT&T Wholesale Customer Care CenterC 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 CLEC 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 AT&T Wholesale Customer Care center for resolution. In order to resolve a billing dispute, CLEC shall furnish AT&T written notice electronically using the form specified by AT&T of (i) the date of the bill in question, (ii) CBA/ESBA/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, (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. Either Party is not prohibited from supplementing the basis for its billing dispute at any time during the process.

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 CLEC 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 CLEC furnishes all requisite information and evidence under Section 10.4.1), AT&T will notify CLEC of the status of the dispute and the expected resolution date.

10.4.4 Any notice of Disputed Amounts given by AT&T to CLEC pursuant to Section 10.3 shall furnish CLEC 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 AT&T 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 after receipt of the written notice (provided AT&T, furnishes all requisite information with the written notice) 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, CLEC will notify AT&T 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 that will have authority to finally resolve the dispute to meet and negotiate in good faith to resolve any dispute arising under this Agreement. Designation of representatives must be provided in writing to the other Party within five (5) calendar days of receipt of notice of a dispute. 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. During the informal dispute resolution process, reasonable requests for information related to the dispute should be provided to the requesting Party within seven (7) calendar days of issuance of the request subject to any appropriate objections. Within five-(5) business days of the initiation of the informal Dispute Resolution, the Party initiating the informal dispute shall present a written statement summarizing its position as to the dispute. Within five-(5) business days of receipt, the other Party shall respond with a written statement summarizing its position as to the dispute. 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 or agency action without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations and which may have been provided in response to a reasonable request for information during the course of Dispute Resolution are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit unless both Parties agree otherwise.

10.5.2 The informal Dispute Resolution process shall conclude not more than fifteen (15) business days after service of a Party's written notice of controversy or claim provided pursuant to Section 10.3.1 unless the Parties mutually agree to extend this deadline for concluding the informal Dispute Resolution process. Upon conclusion of the informal Dispute Resolution process, either Party may in its sole discretion invoke either the formal Dispute Resolution set forth in Section 10.6 or the informal or formal complaint procedures of the appropriate state or federal regulatory agency.

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 Section 10.5, including arbitration or other procedures as appropriate. Formal Dispute Resolution shall conclude not more than twenty (20) business days after either Party invokes the formal Dispute Resolution process unless the Parties mutually agree to extend the deadline for concluding formal Dispute Resolution.

10.6.2 Claims Subject to Mandatory Arbitration The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 10.7 below:

10.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twenty-four (24) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3. If the disputing Party has not been billed for a minimum twenty-four (24) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3, the Parties will annualize the actual number of months billed.

10.6.3 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. 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.

10.6.4 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.

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

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to mandatory 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 such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Arbitration will be held in the city where the Commission is located or at a location that is agreeable to both Parties. The arbitration hearing will be requested to commence within forty-five (45) 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 shall be in writing. Judgement upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof.

10.7.2 AT&T, CLEC and the arbitrator will treat the arbitration proceeding, including the hearings and conferences, discovery and other related events, as confidential, except as necessary.

11. AUDITS

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 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 8.2, 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.

11.2 Audits - **SNET** only

11.2.1 Except as provided in Appendix Compensation, **SNET** shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by **SNET**, CLEC and all other CLECs doing business with **SNET** under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of **SNET**'s billing and invoicing.

11.2.2 **SNET** will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate **SNET** employees,

books, records and other documents reasonably necessary to perform the audit.

11.2.3 **SNET** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SNET** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SNET** will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from **SNET**, however, **SNET** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SNET**.

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 services(s) and facility (ies) that 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 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or

willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services 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 End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If 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 described in this Section 13.3.

13.4 Neither CLEC nor AT&T shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), 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; provided that the foregoing shall not limit a Party's obligation under Section 14.2 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by a Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.

13.4 AT&T shall not be liable for damages to a 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 AT&T's gross negligence or willful misconduct. AT&T does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services 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 and Ameritech 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, other than for white pages listings as described in Section 13.7, whether in contract, tort or otherwise,
shall not exceed in total the amount AT&T or CLEC 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, unless the damage is caused by AT&T's gross negligence or willful misconduct. 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 CLEC hereby releases AT&T from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to AT&T under this Agreement, including any errors or omissions occurring in CLEC'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 AT&T's own negligence or willful misconduct.

13.7 [Reserved].

14. INDEMNITY

14.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services 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 Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.

14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the **"Indemnifying Party"**) shall release, defend and indemnify the other Party (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"**) of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) 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.

14.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the **"Indemnifying Party"**) shall defend and indemnify the other Party (the **"Indemnified Party"**) against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

14.4 A Party (the **"Indemnifying Party"**) shall defend, indemnify and hold harmless the other Party (**"Indemnified Party"**) against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided under this Agreement involving:

14.4.1 any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

14.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the

course of using any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; and

14.4.1.2.2 no infringement would have occurred without such modification.

14.4.2 any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**CALEA**); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

14.5 CLEC acknowledges that its right under this Agreement to Interconnect with AT&T's network and to unbundle and/or combine AT&T's Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

14.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI *for* Declaratory *Ruling.* Absent any stay, reconsideration or appeal, such Order will become effective thirty (30) days following the future publication of such Order in the Federal Register. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments

with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

14.5.1.1 When the Order referenced in Section 14.5.1 (or any reconsideration or appeal therefrom) is effective, AT&T agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as AT&T.

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

14.5.1.3 When the Order referenced in Section 14.5.1 (or any reconsideration or appeal therefrom) is effective, to the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, AT&T shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to AT&T under the vendor contract and the terms of the contract (excluding cost terms). AT&T_shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

14.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 14.5.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including AT&T.

14.5.2 AT&T hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's Network Elements) in AT&T's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor

licenses and warranties and are a part of the Intellectual Property rights AT&T agrees in Section 14.5.1.1 to use its best efforts to obtain.

14.5.3 AT&T does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with AT&T's network and unbundling and/or combining AT&T's Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights AT&T agrees in Section 14.5.1.1 to use its best efforts to obtain.

14.6 A Party shall reimburse the other party for damages to the Party's facilities utilized to provide telecommunication services caused by the negligence or willful act of a Party, its agents or subcontractors or a party's End User or resulting from the malfunction of either party's facilities, functions, products, services or equipment provided by any person or entity other than the Parties. Upon reimbursement for damages, the Party will cooperate with the other Party in prosecuting a claim against the person causing such damage. The Party shall be subrogated to the right of recovery by the other Party for the damages to the extent of such payment.

14.7 Indemnification Procedures

14.7.1 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.

14.7.2 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.

14.7.3 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.

14.7.4 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.

14.7.5 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.

14.7.6 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.

14.7.7 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.

14.7.8 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.

14.7.9 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.

14.7.10To the extent that state or federal law or regulations require AT&T to reimburse CLEC for credits, cellular telephone costs or other compensation for End Users resulting from failure to meet certain service quality standards, nothing in this Agreement shall be deemed to require CLEC to follow procedures to obtain such reimbursement other than those-procedures set forth in the applicable state or federal law or regulations. Disputes shall be resolved pursuant to dispute resolution processes specified by such state or federal law or regulations, if any. In the absence of such specifically identified dispute resolution processes, disputes shall be resolved pursuant to the dispute resolution processes in this agreement. This paragraph does not create any additional liability for either Party and is only intended to clarify the processes for obtaining the reimbursement described herein where authorized by law or regulation.

15. REMEDIES

15.1 Except as otherwise provided in this Agreement, no remedy set forth herein 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.

16. INTELLECTUAL PROPERTY

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

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 (a), (b) or (c) 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	CLEC CONTACT	AT&T CONTACT
NAME/TITLE	Mary Cegelski/Manager Regulatory Affairs: Carrier Relations	AT&T Local Contract Manager
STREET ADDRESS	3340 West Market Street	600 North 19th Street, 10th Floor
CITY, STATE, ZIP CODE	Akron, OH 44333	Birmingham, AL 35203
Email Address	mcegelski@firstcomm.com	
Phone Number	216.468.1614	
FACSIMILE NUMBER	216.468.1680	205.321.4637
		and
NAME/TITLE	Steven A. Augustino & Katherine Barker Marshall/Kelley Drye &	Business Markets Attorney

	Warren LLP	
STREET ADDRESS	3050 K Street, N.W., Suite 400	Suite 4300 675 W Peachtree Street
CITY, STATE, ZIP CODE	Washington, D.C. 20007	Atlanta, GA 30375
PHONE NUMBER	202.342.8400	
FACSIMILE NUMBER	202.342.8451	404.614.4054

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. The Party receiving said notification shall acknowledge receipt of said notice within ten (10) calendar days of receipt.

17.2 AT&T communicates official information to CLEC via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

17.2.1 In AT&T, Accessible Letter notification will be via electronic mail (**"e-mail"**) distribution. Accessible Letter notification via e-mail will be deemed given the date set forth on the e-mail receipt.

17.2.2 In AT&T, CLEC may designate an unlimited number of recipients for Accessible Letter notification via e-mail.

17.2.3 In AT&T, CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available under the appropriate state heading under the CLEC Handbook portion of CLEC Online) to the individual specified on that form to designate in writing each individual's email address to whom CLEC requests Accessible Letter notification be sent. CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters. Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by AT&T.

17.3 **SBC-SWBT only:**

17.3.1 **SBC-SWBT** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Network Elements under this Agreement; CLEC shall provide **SBC-SWBT** with a toll free facsimile number for notices from **SBC-SWBT** relating to requests for Resale Services and Network Elements under this Agreement

17.4 INTENTIONALLY LEFT BLANK

17.5 Notices provided via Accessible Letters does not authorize AT&T to implement changes that require Commission approval.

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

(d) it will, and will cause each of its agents, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

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, AT&T shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to AT&T's activities under the Act and AT&T need not provide prior written notice of such disclosure to CLEC if AT&T 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 attorneys' fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

21. INTERVENING LAW

21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement 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). 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/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, 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 reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

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 Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Tallahassee, Florida; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; St. Louis, Missouri; Reno, Nevada; Columbus, Ohio; Oklahoma City, Oklahoma; Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue.

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.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to AT&T

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), AT&T 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 applicable state Commission.

24.2 Applies to **SNET** only

24.2.1 The Parties agree that CLEC will not submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in its applicable rules and regulations. **SNET**'s wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.

24.2.2 The Parties agree to the re-use of existing network facilities when an End User changes its provider of local exchange service and the network facilities are provided by the same network provider.

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 **AT&T** and CLEC 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.

26.2 **SNET** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.2.1 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities as required by law, the Telecommunications Services and related information provided by each of the Parties in Connecticut.

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 CLEC 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 AT&T which consent shall not be unreasonably withheld; provided that CLEC may assign or transfer this Agreement to its Affiliate by

providing thirty (30) calendar days' prior written notice to AT&T 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. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with AT&T under Sections 251 and 252 of the Act. 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 AT&T pursuant to this Section 29, CLEC agrees that any change, modification or other activity required for AT&T to accommodate or recognize the successor to or assignee of CLEC shall be a CLEC Change and shall be subject to Section 4.9. AT&T shall have no obligation to proceed with such activities nor shall any otherwise acceptable assignment or transfer be effective against AT&T until the Parties agree upon the charges that apply to such CLEC Change.

29.3 If during the Term, AT&T sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, AT&T shall provide CLEC not less than thirty (30) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, CLEC acknowledges that AT&T shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that CLEC must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

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 CLEC will in no event be liable to AT&T for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that CLEC did not introduce to the affected work location. AT&T will indemnify, defend (at CLEC's request) and hold CLEC 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 AT&T, its contractors or agents introduce to the work locations, or

32.2.2 The presence or Release of any Environmental Hazard for which AT&T is responsible under Applicable Law.

32.3 AT&T will in no event be liable to CLEC for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that AT&T did not introduce to the affected work location. CLEC will indemnify, defend (at AT&T's request) and hold AT&T 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 CLEC, its contractors or agents introduce to the work locations, or

32.3.2 the presence or Release of any Environmental Hazard for which CLEC 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 acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **"Force Majeure Event"**) or any 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 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 its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

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 any Party in the use of such Party's Telecommunications Service, prevents any Party from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's End Users, causes electrical hazards to either Party's personnel, damage to either Party's facilities or equipment or malfunction of either Party's 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 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 CLEC and, 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 CLEC will not send to AT&T local traffic that is destined for the network of a Third Party unless CLEC 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, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.

39.4 CLEC acknowledges that AT&T may, upon End User request, provide services directly to such End User similar to those offered to CLEC 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 AT&T and CLEC 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 Commissions.

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. INTENTIONALLY LEFT BLANK

46. [Reserved].

47. AUTHORITY

47.1 Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for that AT&T-owned ILEC. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

47.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC 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 AT&T

49.1.1 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.

49.2 **SNET**

49.2.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

First Communications, LLC

By: [signature]

Name: ABBY KNOWLTON

Title: V.P. CARRIER RELATIONS

Date: MARCH 6, 2008

BellSouth Telecommunications, Inc. d/b/a AT&T Florida

By: [signature]

Name: Kristen E. Shore

Title: Director

Date: 3/11/08

	OCN #	ACNA		OCN #	ACNA
ALABAMA			MISSISSIPPI		
FLORIDA	7596	NWD	NORTH CAROLINA		
GEORGIA			SOUTH CAROLINA		
KENTUCKY			TENNESSEE		
LOUISIANA					

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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 the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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, 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 the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 As used herein, SBC-7STATE means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 As used herein, SBC-2STATE means the applicable above listed ILECs doing business in California and Nevada.

1.7 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

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

1.9 As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

2. DESCRIPTION

2.1 Other than as specifically set out elsewhere in this Agreement, SNET does not offer Access to the Toll Free Calling Database under this Agreement. Rather, Access to the Toll Free Calling Database is available from SNET as described in Section 18.2.9, 800 Database Access, of the CT Access Service Tariff.

2.2 SBC-12STATE'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). SBC-12STATE does not, either through a tariff or contract, provide Resp Org service.

2.3 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.

2.4 Access to the Toll Free Calling Database allows CLEC to access SBC-12STATE'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).

2.5 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.

2.6 There are three optional features available with 800 service:

2.6.1 Designated 10-Digit Translation;

2.6.2 Call Validation; and

2.6.3 Call Handling and Destination.

2.6.4 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, SBC-12STATE will deliver the designated 10-digit number.

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

2.6.5.1 Time of Day

2.6.5.2 Day of Week

2.6.5.3 Day of Year

2.6.5.4 Allocation of Traffic by Percentage

2.6.5.5 NPA-NXX-XXXX

2.6.6 The Call Validation feature List Turnaround feature (referred to as the Six-Digit Master Number List Turnaround feature in SBC-2STATE) applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

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 CLEC shall address its queries to SBC-12STATE's database to the alias point code of the STP pair identified by SBC-12STATE. CLEC'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. CLEC acknowledges that such subsystem number and translation type values are necessary for SBC-12STATE 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 CLEC 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 SBC-12STATE's CCS/SS7 network and its 800 database. CLEC further agrees that SBC-12STATE, at its sole discretion, may employ certain automatic and/or manual overload controls within SBC-12STATE's CCS/SS7 network to guard against these detrimental effects. SBC-12STATE shall report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network. CLEC 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, SBC-12STATE shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of SBC-12STATE's 800 database. The automatic code gapping procedure used by SBC-12STATE shall notify the CLEC's switch of the gap length (how long CLEC'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 SBC-12STATE'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 SBC-

12STATE's 800 database. SBC-12STATE reserves the right to manually invoke the automatic code gapping procedure to control congestion.

3.7 Prior to SBC-12STATE initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change to existing forecasts. CLEC 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, SBC-12STATE, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, SBC-12STATE shall notify CLEC of SBC-12STATE's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

3.8 CLEC shall from time to time at SBC-12STATE's request, provide additional forecasted information as deemed necessary by SBC-12STATE for network planning in connection with this offering.

3.9 SBC-12STATE 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 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC 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 CLEC acts on behalf of other carriers to access SBC-12STATE's Toll Free Calling Database, CLEC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SBC-12STATE after a query to SBC-12STATE's Toll Free Calling Database. CLEC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.

3.11 CLEC 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 SBC-12STATE shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for CLEC's activities on behalf of

its local service customers where SBC-12STATE is the incumbent local exchange carrier. CLEC agrees that any other use of SBC-12STATE's Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of SBC-12STATE'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 SBC-7STATE - the Local Service Center (LSC).

3.13.1.2 For SBC-AMERITECH - the AIIS Service Center in Milwaukee, Wisconsin.

4. RATE REGULATIONS

4.1 CLEC shall pay a Local Service Order Request Charge for each CLEC request for service order activity to establish Access to the Toll Free Calling Database in the SBC-12STATE region.

4.2 The prices at which SBC-13STATE agrees to provide CLEC 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 CLEC shall pay a nonrecurring charge when a CLEC 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 CLECs allowing other telecommunications providers to use the CLEC'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 SBC-2STATE and SBC-AMERITECH).

4.4.3 Call Validation Rate Element (referred to as Multiple Destination Routing Rate Element in SBC-2STATE).

4.4.4 Call Handling and Destination Rate Element (referred to as Six-Digit Master Number List Turnaround Rate Element in SBC-2STATE and 800 Database Vertical Feature in SBC-AMERITECH).

4.5 CLEC shall pay the Basic Toll Free Access query rate for each query received and processed by SBC-12STATE'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 CLEC.

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 the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

APPENDIX 800
EXHIBIT I

1. SPECIFICATIONS AND STANDARDS

1.1 Description of Subject Area And Issuing Organization	Document Number
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

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Collocation provided by the applicable AT&T Inc. owned Incumbent Local Exchange Carrier in Florida (AT&T) and CLEC.

1.2 AT&T Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 **SBC-13STATE** - 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.

1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.8 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.

1.9 **SWBT-TX** -As used herein, **SWBT-TX** means the applicable SBC owned ILEC doing business in Texas.

1.10 **AM-MI** - As used herein, **AM-MI** means the applicable SBC owned doing business in Michigan.

1.11 **AM-IN** - As used herein, **AM-IN** means the applicable SBC owned ILEC doing business in Indiana.

1.12 **AM-IL** - As used herein, **AM-IL** means the applicable SBC owned ILEC doing business in Illinois.

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

1.14 **AM-OH** - As used herein, **AM-OH** means the applicable SBC owned ILEC doing business in Ohio.

1.15 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

1.16 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

1.17 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. DEFINITIONS

2.1 **"Active Central Office Space"** denotes the existing, Central Office Switch room space, which can be designated for physical or virtual collocation, with sufficient infrastructure systems. ***Also denotes Central Office Space that may contain obsolete unused equipment.***

2.2 **"Adjacent Structure"** is a CLEC provided structure placed on **AT&T** property adjacent to an Eligible Structure. This arrangement is only permitted when space for physical collocation is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.

2.3 **"Application Fee"** includes the costs incurred by **SNET/PACIFIC/NEVADA** to process CLEC's application for physical collocation arrangements.

2.4 **"Approved Vendor"** is a vendor who is qualified by **AT&T** for installation, and/or removal of Central Office equipment, which is administered by **the AT&T Central Office Equipment Engineering Group**.

2.5 **"Augment"** is a request from CLEC to add equipment, cable, and/or Collocation services to an existing physical collocation arrangement.

2.6 **"Caged Physical Collocation"** is a cage or similar structure (not including a top) enclosing CLEC's dedicated collocation space in which CLEC may install its telecommunications equipment.

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

2.8 **"Collocation Area for Physical Collocation"** is the common area providing access to an area surrounding CLEC's dedicated space as well as the space dedicated to CLEC.

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2.11 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in Utility location, for purposes of Interconnection, access to Unbundled Network Elements (UNE), or both.

2.12 "**Day**" means calendar day within the Collocation Appendix unless specifically stated otherwise.

2.13 **"Dedicated Collocation Space"** is the space dedicated for the CLEC's physical collocation arrangement located within an **AT&T** Eligible Structure.

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2.15 "Eligible Structure" is identical to the definition of "Premises" adopted by the FCC at 47 C.F.R. § 51.5, as amended by the FCC in FCC 00-297.

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* This Section 2.14 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

2.16 **"Engineering Design Charge"** is the cost for **SBC-MOKA** employees to perform the Central Office survey for caged and cageless serving arrangements and to implement the collocation area.

2.17 **"Extraordinary Costs** or extraordinary expenses include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-collocation space, compliance with federal and state requirements or other modifications required by local ordinances in **AT&T.**

2.18 *"**Functional" –** Space is functional when AT&T has completed construction and provisioning of the collocation area in accordance with the requesting carrier's application and the space is turned over to the carrier.

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

2.20 **"Collocation Services Handbook"** is a publication provided to the CLECs which provides information on how to order collocation arrangements from **AT&T**. The document also provides information about **AT&T**'s collocation processes and requirements and is located on the CLEC website (http://wholesale.att.com/reference_library/guides/html/collocation.htmlCLEC).

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2.23 **"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.

2.24 **"Preparation Charges"** are the charges applicable to the preparation of **SBC-AMERITECH** Premises for Collocation, including any COBO charges, cage enclosure charges, cage enclosure charges, and extraordinary charges or expense.

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* This Section 2.18 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

2.25 **"Point of Termination (POT)"** denotes the point of demarcation, within an Eligible Structure at which the **AT&T** responsibility for the provisioning of service ends.

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2.27 **"Shared Cage Collocation"** is a caged dedicated collocation space that is shared by two or more Collocators within **AT&T**'s Eligible Structure.

2.28 **"Space Acceptance Date"** is the date of CLEC's acceptance of the Collocation Space if CLEC completes its acceptance walk through within the fifteen (15) day interval associated with the applicable Space Ready Date.

2.29 **"Space Ready Date"** is the date the Collocation Space is ready for occupancy.

2.28 **"Unused Space"** denotes any space in the Eligible Structure which is not occupied by **AT&T** personnel and/or occupied by or reserved for **AT&T** network equipment including affiliates and 3rd parties. May also be used to denote space within a specific Collocator's area that is not occupied by or reserved for Collocator's equipment. (See also sections 4.1.2.1, 4.1.3.1, 5.12, & 10.1)

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3. PURPOSE AND SCOPE OF AGREEMENT

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **AT&T** will provide Physical Collocation to CLEC. In the event the FCC amends its collocation rules, the Parties agree to negotiate in good faith amendments to the collocation requirements, which negotiations must be completed within thirty (30) days of the effective date of any such amendments. The Parties further agree to implement any such modifications to the agreement expeditiously by filing the necessary amendments to the agreement and requesting expedited approval by the appropriate state agency.

3.2 Preparation Prior to Regulatory Approval

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3.2.2 CLEC is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements.

3.3 TESTING AND ACCEPTANCE

3.3.1 CLEC and **AT&T** will complete an acceptance walk-through of the Physical Collocation Space prior to **AT&T** turning the Physical Collocation Space over to CLEC. Exceptions that are noted during this acceptance walk-through shall be corrected by **AT&T** 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 CLEC's Physical Collocation request shall be at **AT&T's** expense. Monthly recurring charges shall not commence until AT&T has made their corrections and CLEC has completed a follow-up acceptance walk through.

3.3.2 Once CLEC'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 **AT&T** approved installation contractor, **AT&T**, and/or **AT&T** vendor.

3.3.3 All installations of equipment must be in accordance with **AT&T's** TR 73503, TR 73519, TR 73572 and TR 73564 and subject to review by **AT&T** for compliance. Should **AT&T** determine during its review audit that the installation is not compliant with specifications, CLEC or it's **AT&T** Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.

3.3.4 CLEC shall be responsible for coordination with its **AT&T** Approved Vendor to be at the site for acceptance testing.

3.3.5 Once CLEC has accepted the facilities, CLEC will order either interconnection or access to UNEs from **AT&T** to be connected to their equipment.

4. GENERAL OFFERINGS

4.1 Except where physical collocation is not practical for technical reasons or because of space limitations, **AT&T** will provide physical collocation to CLEC for the purpose of interconnecting with **AT&T**'s network or for obtaining access to **AT&T** 's unbundled network elements pursuant to 47 U.S.C. 251(c). Physical collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis,

and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6), and applicable FCC rules thereunder. **AT&T**'s physical collocation offering includes the following:

4.1.1 Caged Physical Collocation

4.1.1.1 In **AT&T**, CLEC may apply for Caged Physical Collocation in initial increments of 50 square feet. The caged serving arrangement is an area designated by **AT&T** within an Eligible Structure to be used by CLEC for the sole purpose of installing, maintaining and operating CLEC provided equipment. **AT&T** will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. **AT&T** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in an **AT&T** Premises will not be responsible for the entire cost of site preparation.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, **AT&T** shall provide CLEC Shared Caged Collocation in any Unused Space. **"Shared Caged Collocation"** is caged Physical Collocation space shared by CLEC and one or more other CLECs pursuant to terms and conditions agreed upon by such carriers.

4.1.2.1.1 CLEC may request that **AT&T** provide Shared Caged Collocation via a new request for Physical Collocation whereby CLEC allocates the requested space among the number of CLECs initially requesting such space (**"New Shared Collocation"**) or a request by CLEC to enter into a sublease arrangement with another Resident Collocators(s) in CLEC's existing Physical Collocation (**"Subleased Shared Collocation"**). In each Shared Caged Collocation arrangement, **AT&T**'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 CLEC that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the CLEC that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each CLEC (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. In Florida, a Resident Collocator(s) other than the Primary Collocator may submit its own Initial Application and Subsequent Applications for equipment placement using the Primary Collocator's ACNA. A separate Resident, other than the Primary Collocator, Collocator's application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in the Collocation Rates Exhibit, which will be billed to the Primary Collocator on the date that AT&T provides its written Application Response to the Resident, other than the Primary Collocator, Collocator's Bona Fide application.

4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per CLEC). Resident Collocators shall request New Shared Collocation from **AT&T** in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. When making New Shared Collocation available, **AT&T** shall not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating CLEC. **AT&T** will prorate the Preparation Charges incurred by **AT&T** to construct the shared Collocation cage or 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 divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation

Charges. There will be a minimum charge of (1) bay/rack per Resident Collocator. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and **AT&T** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **AT&T** 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 CLEC's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If CLEC is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, CLEC agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if CLECis the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, CLEC shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **AT&T** as a third party beneficiary of such agreement. CLEC, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement 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 CLEC is the Primary Collocator, then CLEC 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 CLEC to sublease space from CLEC, CLEC shall require such other CLEC(s) to execute a sublease agreement prior to the submission of an application that, inter alia, requires such CLEC's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and

designates **AT&T** as a third party beneficiary of such agreement. CLEC, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If CLEC is the subleasee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, CLEC agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement 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 **AT&T** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by **5.1** and which is necessary to Interconnect with **AT&T** or for access to **AT&T**'s unbundled Network Elements. **AT&T** shall provide CLEC access to **AT&T**'s unbundled Network Elements and permit CLEC to Interconnect its network with **AT&T** from Shared Caged Collocation, regardless if CLEC was the original Collocator. CLEC, however, shall have no right to request and **AT&T** shall have no obligation to provide CLEC's Resident Collocators access to **AT&T**'s unbundled Network Elements or **AT&T**'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 **AT&T**.

4.1.2.1.5 As a condition of entering into Shared Caged Collocation, CLEC agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the subleassee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees **AT&T** 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 CLEC remains in the Shared Cage Collocation, that CLEC shall become the Primary Collocator. **AT&T** shall bill the new Primary Collocator any applicable

charges to change **AT&T**'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, **AT&T** will allow CLEC to collocate in any unused space (space that is vacant and does not contain **AT&T** equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space) in **AT&T**'s Eligible Structure (e.g. Central Office), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to CLEC's dedicated space. **AT&T** will designate the space to be used for cageless collocation. **AT&T** may require CLEC 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 CLEC's or other collocating carriers' use, and once inside the building, **AT&T** must permit CLEC to have direct access to CLEC's equipment.

4.1.3.2 **AT&T** may not require CLEC 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 **AT&T**'s network if technically feasible. In addition, **AT&T** may not require CLEC to collocate in a room or isolated space, separate from **AT&T**'s own equipment, which only serves to increase the cost of collocation and decrease the amount of available collocation space. **AT&T** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **AT&T** equipment in its own cage, and other reasonable security measures examples of which are described herein. **AT&T** may utilize reasonable segregation requirements that do not impose unnecessary additional cost on CLEC.

4.1.3.3 **AT&T** must make cageless collocation space available in single-bay increments, meaning that CLEC can purchase space in single bay increments. **AT&T** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in an **AT&T** Premises will not be responsible for the entire cost of site preparation.

4.1.4 Adjacent Structure Collocation

4.1.4.1 When space for physical collocation is legitimately exhausted inside an **AT&T** Eligible Structure, **AT&T** will permit CLEC to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults or similar structures such as those used by **AT&T** to house telecommunications equipment) to the extent technically feasible. **AT&T** will permit CLEC to construct or otherwise procure such adjacent structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and **AT&T**'s right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. **AT&T** will allow the CLEC to provide equipment installed within the Adjacent Structure. CLEC 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. **AT&T** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. **AT&T** will assign the location of the Designated Space where the Adjacent Structure will be placed.

4.1.4.2 When requested, **AT&T** 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 power source. When power requirements are beyond these office capacities and distance limitations, **AT&T** and CLEC will mutually agree on a solution for provisioning power via NSCR. At its option, CLEC may choose to provide its own AC and DC power to the Adjacent Structure. In this instance, CLEC must use an **AT&T** Approved Power Installation Vendor. If CLEC selects **AT&T** to provide power, then **AT&T** 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 AT&T rates for Adjacent Structure Collocation are in the Collocation Rates Exhibit.

4.2 All requests for Other Physical Collocation arrangements will be considered on a case-by-case basis (ICB). When CLEC requests a particular collocation arrangement, CLEC 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 Dedicated Space. If **AT&T** refuses to provide a 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 CLEC's **AT&T** Approved Vendor will be permitted access to the **AT&T** Main Distribution Frame and/or other interconnection points for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. CLEC must use an **AT&T** Approved Power Installation Vendor to place power cable leads from CLEC's dedicated space to **AT&T's** Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Check section 9.7 of this appendix for further requirements.

4.4 (Reserved).

4.5 Cross-connects between CLEC and other telecommunication carriers collocated at **AT&T** premises will be allowed as specified in the rules, regulations and orders of the FCC.

4.5.1 (Reserved).

4.6 (Reserved).

4.7 **AT&T** shall permit CLEC to place its own connecting transmission facilities within **AT&T**'s Eligible Structure in the physical collocation space, without requiring CLEC to purchase any equipment or connecting facilities solely from **AT&T**, subject to reasonable safety limitations. As provided herein, **AT&T** may require reasonable security arrangements to protect its equipment and ensure network reliability. Except as provided below, **AT&T** may only impose security arrangements that are as stringent as the security arrangements that **AT&T** maintains at its own premises for its own employees or authorized contractors. **AT&T** must allow CLEC to access its installed physical collocation equipment 24 hours a day, seven days a week, in **AT&T** Eligible Structures without requiring either a security escort of any kind or delaying CLEC's employees' entry into **AT&T**'s Eligible Structure. Reasonable security measures that **AT&T** may adopt include, but are not limited to, the following:

4.7.1 Installing security cameras or other monitoring systems; or

4.7.2 Requiring CLEC personnel to use badges with computerized tracking systems; or

4.7.3 Requiring CLEC employees to undergo the same level of security training, or its equivalent, that **AT&T**'s own employees, or third party contractors providing similar functions, must undergo; provided, however, that **AT&T**

may not require CLEC employees to receive such training from **AT&T** itself, but must provide information to CLEC on the specific type of training required so CLEC's employees can conduct their own training.

4.7.4 **AT&T** may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.

4.8 Relocation – In the event **AT&T** determines it necessary for Dedicated Collocation Space to be moved within the Eligible Structure in which the Dedicated Collocation Space is located or to another Eligible Structure, CLEC is required to do so. If such relocation arises from circumstances beyond the reasonable control of **AT&T**, including condemnation or government order or regulation that makes the continued occupancy of the dedicated collocation space or Eligible Structure too costly in **AT&T**'s sole judgment, CLEC shall be responsible for the cost of preparing the new dedicated collocation space at the new location. Otherwise **AT&T** shall be responsible for any reasonable preparation costs.

4.8.1 In the event that CLEC requests that the Dedicated Collocation Space be moved within the **AT&T** Eligible Structure or to another Eligible Structure, **AT&T** shall permit CLEC to relocate the Dedicated Collocation Space, subject to the availability of space and associated requirements. CLEC shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Dedicated Collocation Space and the new Wire Center as applicable.

4.9 CLEC will conduct background checks of its personnel and technicians who will have access to the Collocation Area. CLEC technicians will be security qualified by CLEC and will be required to be knowledgeable of **AT&T**'s security standards. CLEC personnel and technicians will undergo the same level of security training, or its equivalent that **AT&T**'s own employees and authorized contractors must undergo. **AT&T** will not, however, require CLEC to receive security training from **AT&T**. CLEC can then provide its employees with their own security training. Qualification program and security training details shall be provided by **AT&T** and/or at AT&T's Interconnection website.

4.10 CLEC and **AT&T** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other **AT&T**'s property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of CLEC, another collocated telecommunications carrier or **AT&T** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of CLEC, another collocated telecommunications carrier or **AT&T**, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **AT&T** property:

4.10.1 Theft or destruction of **AT&T**'s or any CLEC's property.

4.10.2 Use or attempted use/sale of alcohol or illegal drugs on **AT&T**'s property.

4.10.3 Industrial espionage.

4.10.4 Threats or violent acts against other persons on **AT&T**'s property.

4.10.5 Knowing violations of any local, state or federal law on **AT&T**'s property.

4.10.6 Permitting unauthorized persons access to **AT&T**'s, another telecommunications carrier's or CLEC's equipment on **AT&T**'s property.

4.10.7 Carrying a weapon on **AT&T**'s property.

4.11 In addition, CLEC and **AT&T** will take appropriate disciplinary steps as determined by each party to address any violations reported by **AT&T, another collocated telecommunications carrier** or CLEC of **AT&T**'s policies and practices on security, safety, network reliability, and business conduct as defined in **AT&T**'s Collocation Handbook and/or Collocation website(s), provided that such information and any and all updates to it are timely provided to CLEC.

4.12 CLEC will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the CLEC's technicians at a level commensurate with the indemnification and insurance provided by **AT&T**'s authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **AT&T** as well.

4.13 **AT&T** 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. **AT&T**'s enclosure of its own equipment will not be a basis for a claim that space is exhausted.

5. SPACE AVAILABILITY

5.1 At the request of CLEC, **AT&T** will provide space for physical collocation as described above. **AT&T** will provide physical collocation at a particular Eligible Structure unless it demonstrates that physical collocation is not technically feasible or because of space limitations. In such cases and with the qualifications set forth above, **AT&T** will provide Adjacent Structure Collocation as described above or Virtual Collocation, except at points where **AT&T** proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent

Structure Collocation or Virtual Collocation is not technically feasible, **AT&T** 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 The determination whether there is sufficient space to accommodate physical collocation at a particular Eligible Structure will be made initially by **AT&T**. **AT&T** will notify CLEC within fifteen (15) calendar days of submission of a completed Application for physical collocation by CLEC as to whether its request for space has been granted or denied due to a lack of space. AT&T's e.App system will reflect when CLEC's application is Bona Fide. **AT&T** shall provide CLEC with sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. Any changes requested by CLEC and not resulting from a request of **AT&T**, to the amount or type of floor space, interconnection terminations, and power from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new fifteen (15) calendar day space notification and delivery interval.

5.2.1 When space for physical collocation in a particular Eligible Structure is not available, **AT&T** shall place CLEC on the waiting list for collocation in a particular Eligible Structure according to the date CLEC submitted its application for physical collocation in that Eligible Structure

5.2.2 (Reserved).

5.3 If **AT&T** contends space for physical collocation is not available in a premises, **AT&T** must allow CLEC to tour the entire Central Office or other Eligible Structure in question, not just the area in which space was denied, without charge, within ten calendar days, or such later date as mutually agreed, of the receipt of **AT&T**'s denial of space. Prior to taking a tour, each representative must execute and deliver to **AT&T** 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 **AT&T**'s Premises.

5.3.1 If CLEC disputes **AT&T**'s determination, CLEC 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 **AT&T** and CLEC. The engineer shall take into consideration **AT&T**'s planned use for the Eligible Structure under review and, to the extent it can be determined Collocator space and how it is used.

5.3.2 If **AT&T** denies CLEC'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, **AT&T** shall, in connection with any complaint filed by CLEC, 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, **AT&T** 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 **AT&T** will maintain a publicly available document, posted for viewing on **AT&T**'s Internet site(s), indicating all premises that are full, and will update such a document within ten calendar days of the date at which a premises runs out of physical collocation space.

5.5 Upon request, **AT&T** must submit to the requesting carrier within ten calendar days of the submission of the request a report (Space Availability Report) indicating the available collocation space in a particular **AT&T** Eligible Structure. This report will specify the amount of collocation space available at each requested Dedicated Space, the number of Collocators, and any modifications in the use of the space since the last report. This report will also include measures that **AT&T** is taking to make additional space available for collocation. When CLEC makes multiple requests on any given day, **AT&T** will provide a report for 2 to 5 requests in ten (10) calendar days and 6 to 20 requests in twenty (20) calendar days unless the Parties agree otherwise. Should CLEC submit more than 20 requests at once for Central Offices where there is no current collocation or collocation forecasted, **AT&T** will provide the information on a scheduled basis of ten additional offices every ten (10) calendar days. The rate for the Space Availability Report is contained in the Collocation Pricing Exhibit.

5.5.1 In **AT&T**, Reports shall be ordered via the Space Availability Report order form and shall specifically identify the CLLI code of each Premises for which a report is ordered and include the AT&T Premises street address, as identified in the LERG.

5.6 In any Central Office in which all options for physical collocation offered by **AT&T** have been exhausted, **AT&T** shall not be permitted to provide additional space in that Central Office for any of its affiliates

5.7 **AT&T** is not required to lease or construct additional space to provide for physical collocation when existing space has been exhausted. Moreover, **AT&T** 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 CLEC equipment or facilities, whether through

an initial request for physical collocation or a subsequent request for more space in an Eligible Structure. **AT&T** and CLEC shall not unreasonably warehouse forecasted space.

5.8 To the extent possible, **AT&T** will make contiguous space available to CLEC if CLEC seeks to expand an existing physical collocation arrangement and such request meets **AT&T**'s non-discriminatory practices regarding efficient space utilization.

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

5.10 **AT&T** may retain a limited amount of floor space for **AT&T**'s own specific future uses for a time period on terms no more favorable to **AT&T** than those that apply to other telecommunications carriers, including CLEC, 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, **AT&T** will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless **AT&T** proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, **AT&T** and CLEC will attempt to reach a mutually agreeable alternative method of interconnection.

5.11. At the request of the Commission or CLEC, **AT&T** shall remove any obsolete and unused equipment (e.g., retired in-place") from its Premises. **AT&T** shall be permitted to recover the cost of removal and/or relocation of such equipment if **AT&T** 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).

5.12 **AT&T** 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 **AT&T** shall not set a maximum space limitation on CLEC unless **AT&T** proves to the Commission that space constraints make such restrictions necessary.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, and 47 CFR Part 51, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all Applicable Laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R.

6.2 (Reserved).

6.3 (Reserved).

6.4 (Reserved).

6.5 (Reserved).

6.6 (Reserved).

6.7 (Reserved).

6.8 (Reserved).

6.9 **AT&T** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of CLEC's equipment and facilities in CLEC's physical collocation space.

6.10 All types of equipment placed in **AT&T** Eligible Structures or on its Premises by CLEC must meet the **AT&T** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **AT&T** TR 73503 "Engineering and Installation Standards Central Office Equipment"; Level 1 safety requirements where CLEC's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580, Issue 1 and GR-63-CORE for Central Offices and for Remote Sites, Telcordia Level 3 safety requirements as set forth in Telcordia documents SR-3580, Issue 1 and Network Equipment Building Systems (NEBS); or, (2) CLEC must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **AT&T**) prior to January 1, 1998 with no known history of safety problems.

6.11 **AT&T** 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 **AT&T** applies to its own network equipment. **AT&T** 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 **AT&T** denies Collocation of CLEC's equipment, citing minimum safety standards, **AT&T** will provide within five (5) business days of CLEC's written request to **AT&T** representative(s), a list of **AT&T** equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such **AT&T** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise. The affidavit will set forth in detail: the exact safety requirement that CLEC's equipment does not satisfy; **AT&T**'s basis for concluding that CLEC's equipment does not meet this safety requirement; and **AT&T**'s basis for concluding why collocation of the equipment not meeting this safety requirement would compromise network safety.

6.13 In the event CLEC submits an application requesting collocation of certain equipment and **AT&T** 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, CLEC must not collocate the equipment. If CLEC disputes such determination by **AT&T**, CLEC may not collocate such equipment unless and until the dispute is resolved in its favor. If **AT&T** determines that CLEC 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, CLEC must remove the equipment from the collocation space within ten (10) business days of written notice from **AT&T**. CLEC will be responsible for the removal and all resulting damages. If CLEC disputes such determination, the status quo will be maintained pending resolution of dispute, except that corrections to meet minimum safety requirements shall be completed within the 10-day period. If the Parties do not resolve the dispute, **AT&T** or CLEC may file a complaint at the Commission seeking a formal resolution of the dispute.

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Dedicated Collocation Space

7.1.1 For each Eligible Structure in which CLEC desires to physically collocate equipment, CLEC must submit a Physical Collocation Application. CLEC shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into AT&T's electronic application (e.App) system for processing. An Initial Application Fee, as set forth in the Collocation Rates Exhibit, will apply to each Initial Application submitted by CLEC for Central Office or Remote Site Collocation, as applicable, and will be billed by AT&T on the date AT&T provides CLEC with an Application Response. The Physical Collocation

application must also be used for each subsequent request to place equipment in an Eligible Structure. However, a reduced fee shall apply to all subsequent requests to place equipment.

7.2 **AT&T** will contract for and perform the construction and preparation activities necessary to prepare the dedicated space, Dedicated Space using the same or consistent practices that are used by **AT&T** for other construction and preparation work performed in the Eligible Structure.

7.2.1 Notwithstanding the above, **AT&T** will permit CLEC to subcontract the construction of Physical Collocation arrangements with contractors approved by **AT&T**, provided that **AT&T** will not unreasonably withhold approval of contractors.

7.2.1.1 Certification by **AT&T** will be based on the same criteria **AT&T** uses in certifying contractors for its own purposes.

7.3 Recurring/Non-Recurring charges - CLEC shall pay **PACIFIC/SWBT-TX/SNET/SBC-AMERITECH** a per month charge and non-recurring charges for use of the Dedicated Collocation Space and any Telco provided equipment/facilities therein. These charges are contained in the state specific Appendix Pricing and/or in the applicable tariff. The recurring monthly charges for each Dedicated Collocation Space shall stay fixed for the term of this agreement and may be modified upon renegotiation of the Interconnection Agreement.

7.3.1 An ICB quote is prepared by **SBC-MOKA/NEVADA** to estimate non-recurring and recurring charges associated with the requested collocation space. This ICB 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 CLEC Interconnection Agreement.

7.4 CLEC shall pay its proportionate share of any reasonable security arrangements **AT&T** employs to protect **AT&T** equipment and ensure network reliability.

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7.7 Breach Prior to Commencement Date - In the event that CLEC materially breaches this Agreement by purporting to terminate this Agreement after **AT&T** has begun preparation of the dedicated collocation space but before **AT&T** has been paid the entire amounts due under this Article, then in addition to any other remedies that **AT&T** might have, CLEC 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 directly 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 **AT&T**'s intrastate tariff late payment provision(s) applicable to access services for the State in which the dedicated 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 date **AT&T** turns over a functional Dedicated Collocation Space to CLEC.

7.9.1*** **PACIFIC/NEVADA**: The charges for a Physical Collocation arrangement in an Eligible Structure where interstate expanded interconnection is required to be provided pursuant to 47 C.F.R. sections 64.1401(a) and 64.1401(b) shall be as set forth in the applicable Tariff(s). To the extent that any of those charges are subject to appeal, the result of any such appeal shall be retroactively applied to any Physical Collocation arrangement ordered or provided under any such charge. To the extent that rates are not provided in the applicable Tariff(s), rates shall be determined on Individual Case Basis "ICB." Any ICB quote shall be included as part of the quote provided to the CLEC in response to its Physical Collocation application.

7.10 The billing for all applicable monthly recurring charges will begin in CLEC's next billing cycle and will include any prorated charges for the period from CLEC's Space Acceptance Date or Space Ready Date, whichever is appropriate, to the date the bill is issued by AT&T regardless of any failure by CLEC to complete its work. The fact that **AT&T** may have additional work to perform after CLEC does complete its work shall not bar the start of such charges so long as the remaining work does not materially impair CLEC from operating in the space.

7.11 INTENTIONALLY LEFT BLANK

7.12 Restroom access and parking will be provided on a reasonable basis in the **AT&T** Premises.

*** Available only in the State of California and Nevada. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1.

7.13 **NEVADA**: In the event that any CLEC Telecom Equipment that is to be placed in the Premises was not contemplated by that interstate tariff (which was based upon the requirements of 47 C.F.R. § 64.1401), CLEC may be subject to charges under an ICB if **NEVADA**'s costs of providing the necessary Premises requirements (e.g., space, power, environmental, grounding) for any such CLEC Telecom Equipment is not recovered by those tariffed rates. Any ICB quote shall be included as part of the quote provided to the CLEC in response to its Physical Collocation application.

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

7.15 **AT&T** shall ensure that the Dedicated Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **AT&T** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF DEDICATED COLLOCATION SPACE

8.1 Nature of Use – The dedicated collocation space is to be used by CLEC for purposes of collocating equipment and facilities, pursuant to 47 U.S.C. 251(c)(2), and for obtaining access to **AT&T**'s unbundled network elements, pursuant to 47 U.S.C. 251 (c)(3). Consistent with the nature of the Eligible Structure and the environment of the dedicated collocation space, CLEC shall not use the dedicated collocation space for office, retail, or sales purposes. No signage or markings of any kind by CLEC shall be permitted on the Eligible Structure or on the grounds surrounding the Building.

8.2 CLEC shall not have access to **AT&T**'s Main Distribution Frame or Intermediate Distribution Frame, DSXs, DCS, or any other **AT&T** equipment or facilities not specifically designated by **AT&T** for CLEC access.

8.3 A list of all of CLEC Telecom Equipment that will be placed within the Dedicated Space shall be set forth on CLEC's Physical Collocation application, which includes associated power requirements, floor loading, and heat release of each piece of CLEC Telecom Equipment. CLEC warrants and represents that the Physical Collocation application contains a complete and accurate list of such CLEC Telecom

*** Available only in the State of California and Nevada. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1.

Equipment. CLEC shall not place or leave any other equipment or facilities within the Dedicated Space without the express written consent of **AT&T**.

8.4 (Reserved).

8.5 CLEC may use the Dedicated Space for placement of CLEC telecommunications equipment that is necessary ("used or useful") for interconnection or access to UNE's. CLEC's employees, agents and contractors shall be permitted access to the Dedicated Space at all times, provided that CLEC's employees, agents and contractors comply with **AT&T**'s policies and practices pertaining to fire, safety and security. CLEC agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space.

8.6 CLEC Telecom Equipment, CLEC operating practices, or other activities or conditions attributable to CLEC that represent a demonstrable threat to **AT&T**'s 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, are strictly prohibited.

8.7 Operation of any equipment, facilities or any other item placed in the Dedicated Space shall not interfere with or impair service over **AT&T**'s 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 Dedicated Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Dedicated 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.

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

8.9 In no case shall CLEC or any person or entity purporting to be acting through or on behalf of CLEC make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure without the advance written permission and direction of **AT&T**. **AT&T** shall consider a modification, improvement, addition, repair, or other alteration requested

by CLEC, provided that **AT&T** shall have the right to reject or modify any such request. **AT&T** will perform any such construction, and the associated cost shall be paid by CLEC in accordance with **AT&T**'s then-standard special construction process or NSCR.

8.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 8.10.1, 8.10.2, 8.10.3, 8.10.4, and 8.10.5. CLEC shall strictly observe and abide by each in **AT&T**'s.

8.10.1 AT&TTR 73503, Engineering and Installation Standards Central Office Equipment; TR 73519, Central Office Drawing Technical Design Manual; TR 73564, Management of Central Office Record Drawings in the Multi-Vendor Environment; and TR 73572, Expanded Interconnection Service DS1 and DS3 Level Network Interface Specification and any successor document(s), including as such may be modified at any time and from time to time;

8.10.2 **AT&T**'s most current Collocation Handbook and any successor document(s), as may be modified from time to time as set forth below. However, modifications of the handbook cannot supercede or modify terms of this interconnection agreement, or attempt to interpret provisions of this agreement unless first approved by the appropriate state regulatory commission.

8.10.3 TP 76300MP, SBC Local Exchange Carriers Installation Requirements, and any successor documents should be followed in installing network equipment, and facilities within **AT&T** Central Offices and may be modified from time to time.

8.10.4 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.

8.10.5 The Collocation Handbook and the TR 73503, TR 73519, TR 73572 and TR 73564Standards are not incorporated herein but are available on the AT&T Collocation Internet site.

8.11 If the Collocation Handbook, Collocation website(s), TR 73503, TR 73519, TR 73572 or TR 73564, is modified subsequent to the effective date of this agreement from the attached, subject to 8.10.2, the following shall apply:

8.11.1 If a modification is made after the date on which CLEC has or orders a Physical Collocation arrangement, **AT&T** shall provide CLEC with a list of those modifications or with revised versions of such, separately highlighting all such modifications. Any such modification shall become effective and

thereafter applicable under this Agreement thirty (30) days after such amendment is released by **AT&T**, except for those specific amendments to which CLEC objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Agreement. If neither Party invokes those procedures, the modification is deemed effective and applicable.

8.11.2 If a modification is made after this Appendix becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for **AT&T** (and the modification has not been included in a change to that "Statement" or this Appendix), then **AT&T** will provide CLEC with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of CLEC's physical collocation application. Any CLEC objection to those modifications must be received by **AT&T** by the thirtieth (30^{th}) day after their receipt by CLEC. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 8.11.1 shall apply.

8.11.3 Notwithstanding Sections 8.11.1 and/or 8.11.2, any modification made to address situations potentially harmful to **AT&T**'s or another's network, equipment, or facilities, the Eligible Structure, the Dedicated Space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. **AT&T** will immediately notify CLEC of any such modification.

8.12 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, Collocation website(s) and TR 73503, TR 73519, TR 73572, or TR 73564 (including any modification to any of them that can be objected to under this Section 8.12, regardless of whether CLEC objected to such modification) in the **AT&T** Premises. Notwithstanding the immediately preceding, modifications that are governed by Section 8.11.3 shall apply regardless of any conflict or inconsistency with any other term or condition governing a Physical Collocation arrangement unless contrary to law.

8.12.1 CLEC warrants and represents, for each item of the CLEC Telecom Equipment, that such equipment meets the **AT&T** minimum safety standards. The minimum safety standards are: (1) Equipment compliance to AT&T technical reference TR 73503 "Engineering and Installation Standards Central Office Equipment" and Level One requirements set forth in Telcordia documents SR-3580, Issue 1 and GR-63-CORE for Central Offices and for Remote Sites, Telcordia Level 3 safety requirements as set forth in Telcordia

documents SR-3580, Issue 1 and to corrosion protection requirements contained in Telcordia NEBS document GR-1089-CORE, Criteria [72, 73], except in the State of Texas where equipment compliance to Telcordia NEBS Level 1 requirements are the minimum safety requirements for CLEC equipment, or (2) Equipment
history of safe operation demonstrated by placement as network equipment in an ILEC prior to January 1, 1998 with no documented or known history of safety problems. CLEC also warrants and represents that any other telecommunications equipment or ancillary telecommunications facilities that may be placed in the Dedicated Space as permitted hereunder or otherwise shall be so compliant. **AT&T** may 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 **AT&T** applies to its own equipment. **AT&T** may not deny collocation of CLEC equipment because the equipment fails to meet TR 73503 reliability standards. If **AT&T** denies collocation of CLEC equipment, citing non-compliance to the minimum safety standards, **AT&T** must provide to CLEC within five business days of the denial a list of all network equipment that **AT&T** has placed within the network area(s) of the premises in question since January 1, 1998, together with an affidavit attesting that all of that equipment meets or exceeds the minimum safety standards. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO **AT&T** IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

8.13 Unless otherwise expressly agreed in writing, **AT&T** will provide for all AC and DC power requirements in the Eligible Structure. CLEC 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 CLEC Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and **AT&T**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **AT&T's** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by CLEC 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 **AT&T** is based on demand management. All necessary Power will be supplied on a timely basis. A physical collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to CLEC.

8.14 Other than the security restrictions described herein, **AT&T** shall place no restriction on access to CLEC's Central Office Dedicated Space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty-four (24) hours per day each day of the week. **AT&T** will not impose unreasonable security restrictions for the Eligible Structure, including the Dedicated Space.

8.15 Fiber Entrances – CLEC shall use a single mode dielectric fiber optic cable as a transmission medium to the dedicated collocation space. CLEC shall be permitted no more than two (2) entrance routes into the Building, if available.

8.16 Demarcation Point – **AT&T** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between CLEC's network and **AT&T**'s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point.

9. OPERATIONAL RESPONSIBILITIES

9.1 CLEC and **AT&T** 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.

9.2 CLEC and **AT&T** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

9.3 **AT&T** shall provide an interconnection point or points, physically accessible by both **AT&T** and CLEC (typically an **AT&T** manhole) at which a CLEC fiber optic cable can enter the Eligible Structure, provided that **AT&T** will designate interconnection points as close as reasonably possible to the Eligible Structure. **AT&T** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **AT&T**'s cable facilities and at which space is available for new facilities in at least two of those entry points.

9.3.1 CLEC is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **AT&T**, and for leaving sufficient cable length in order for **AT&T** to fully extend such CLEC-provided cable to the Dedicated Space.

9.3.2 (Reserved).

9.4 Regeneration of either DS-1 or DS-3 signal levels may be provided by CLEC or **AT&T** under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment.

9.5 If CLEC fails to remove its equipment and facilities from the Dedicated Space within thirty (30) days after discontinuance of use, **AT&T** may perform the removal and shall charge CLEC 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, CLEC shall indemnify and hold **AT&T** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **AT&T**.

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

9.6.1 Its fiber optic cable(s);

9.6.2 Its CLEC Telecom Equipment;

9.6.3 CLEC 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 CLEC's Physical Collocation Space; and

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

9.6.5 INTENTIONALLY LEFT BLANK

9.6.6 (Reserved).

9.7 **AT&T** will allow CLEC to select its own contractors for all required engineering and installation services associated with the CLEC Telecom Equipment (*e.g.*, **AT&T** shall not require CLEC to use **AT&T**'s internal engineering or installation work forces for the engineering and installation of the CLEC Telecom Equipment). Installation of the CLEC Telecom Equipment in the Dedicated Space must nevertheless comply with TR 73503, TR 73519, TR 73572 and TR 73564. CLEC-selected contractors must agree to all policies and procedures in this appendix. Access to the Eligible Structure and the Dedicated Space for CLEC contractors must meet the same requirements as CLEC.

9.7.1 (Reserved).

9.8 In **AT&T**, 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.

9.9 CLEC is responsible for coordinating with **AT&T** to ensure that services are installed in accordance with a service request.

9.10 CLEC is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Dedicated Space, or to any piece of CLEC Telecom Equipment, or any other CLEC-provided facility or piece of equipment. If **AT&T** testing is also required, it will be provided at applicable charges.

9.11 **AT&T** will be responsible for determining equipment location within the Eligible Structure. Procurement, placement and termination of interconnection cabling between CLEC's dedicated space and **AT&T** Main Distribution Frame and/or other interconnection points will be installed by CLEC's **AT&T** Approved Vendor. CLEC's **AT&T** Approved Vendor must obtain an approved Method of Procedures (MOP) from **AT&T** and follow **AT&T's** standards and requirements for installation of equipment and facilities. **AT&T** will install and stencil the termination blocks or panels at **AT&T's** Main Distribution Frame and/or other interconnection points for the hand off of the Interconnection Connection(s) to CLEC.

*9.12 Unless otherwise expressly agreed in writing,**AT&T** will provide for all AC and DC power requirements in the Eligible Structure. CLEC 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 CLEC Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and **AT&T**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **AT&T's** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by CLEC 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

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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 **AT&T** is based on demand management. **AT&T** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. CLEC's AT&T Approved Power Installation Vendor will supply and place the power cable leads from the dedicated space to **AT&T's** Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. **AT&T** will terminate CLEC's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. CLECmust contact the assigned **AT&T** Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement. Billing will begin on CLEC's next billing cycle and will include any prorated charges for the period from CLEC's Space Acceptance Date or Space Ready Date, whichever is appropriate, to the date the bill is issued by AT&T.

9.12.1 CLEC's AT&T Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T and follow AT&T's standards and requirements for installation of equipment and facilities.

9.13 Orders for additional space or additional Connecting Facility Assignments (CFAs), whether a new arrangement or an augment to an existing space or CFA, will not be accepted until each existing Dedicated Space or specific CFA type (i.e. DS0, DS1, Fiber, etc.) of CLEC, in the requested Eligible Structure, is "efficiently used." "Efficiently used space" means all existing collocation space, caged and/or cageless, currently existing in a particular Eligible Structure, measured in "single bay" increments, except for one, must be at one hundred percent (100%) utilization, with only one caged or cageless arrangement utilizing between sixty percent (60%) and one hundred percent (100%) of the assigned space. "Efficiently used CFA," means that at least sixty percent (60%) of the specific type of CFA (cable pairs, coaxial or fiber facilities) is currently being used. The determination as to whether this criterion is met within the reasonable judgment of **AT&T**.

10. CASUALTY LOSS

10.1 If the Eligible Structure or the Dedicated Space are damaged by fire or other casualty, and:

10.1.1 The Dedicated Spaces are not rendered untenantable in whole or in part, **AT&T** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

10.1.2 The Dedicated Spaces are rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) days, **AT&T** has the option to repair the Dedicated Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while

CLEC was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) days, or **AT&T** opts not to rebuild, then the Physical Collocation arrangement provided in the Dedicated Space shall (upon notice to CLEC within thirty (30) days following such occurrence) terminate as of the date of such damage. **AT&T** shall endeavor to relocate CLEC equipment in alternative location, or assist CLEC in developing alternative to physical location.

10.2 Any obligation on the part of **AT&T** to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as originally prepared for CLEC and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by CLEC or by **AT&T** on request of CLEC; any CLEC Telecom Equipment; or other facilities or equipment located in the Dedicated Space by CLEC or by **AT&T** on request of CLEC.

10.3 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 Dedicated Space e may be unaffected thereby, **AT&T**, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving CLEC ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

11. DELIVERY INTERVALS

*11.1 The delivery interval relates to the period in which **AT&T** shall construct and turnover to CLEC the requested Physical Collocation space. The delivery interval begins on the date **AT&T** receives an accurate and complete Bona Fide Firm Order (BAFO) from CLEC. CLEC must provide **AT&T**, within thirty (30) calendar days from the date of AT&T's Application Response, a BFFO or CLEC application will expire. Dedicated space is not reserved until **AT&T's** receipt of the BFFO from CLEC. The delivery interval for all forms of physical collocation (except requests for Adjacent Structure Collocation) is determined by **AT&T** with the variables in Table (1) below, except to the extent a state sets its own deadlines or **AT&T** has demonstrated to the state commission that physical collocation is not practical for technical reasons or because of space limitations. The delivery interval is determined by **AT&T** with the variables in Table (1) below. The delivery interval assigned will be provided to CLEC by **AT&T** with the fifteen (15) calendar day space notification.

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Each complete and accurate Physical Collocation Application received by **AT&T** from CLEC will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table (1)

Number of Applications submitted by One CLEC per state				
1 – 10	15 calendar days			
11-20	25 calendar days			

11.1.1 **AM–MI - ONLY** The delivery intervals for collocation in Michigan are those contained in MPSC Tariff 20R, Part 23, Section 4, as such intervals have been approved by the MPSC in Case U-11830.

*11.1.2 **AM-WI ONLY** The delivery intervals for collocation will be, on an interim basis, those intervals contained in PSWC Tariff 20, Part 23, Section 4. Any disputes over the interim intervals shall be resolved using the dispute resolution process. Upon receipt of Commission approval of the compliance tariffs filed in Docket No. 6720-TI-161, the collocation delivery intervals in those approved compliance tariffs shall govern this Agreement.

11.1.3 **AM-IL – ONLY** Tariff 20, Part 23, Section 4, as such delivery intervals have been approved by the ICC in Docket No. 99-0615.

Should CLEC submit ten (10) or more applications within ten (10) days, the above delivery intervals will be increased by ten (10) days for every ten (10) 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 **AT&T** from CLEC within a ten (10) day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. However, for purposes of this paragraph, each physical collocation application shall be deemed submitted no more than ten (10) days from

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the date it was actually submitted. In addition, for purposes of determining the number of applications submitted within a ten (10) day period, each ten (10) day period shall start with a collocation application and end ten (10) days later. A subsequent ten (10) day period cannot begin until the previous ten- (10) day period has concluded. To complete the provisioning of a collocation arrangement, AT&T must finish construction in accordance with the requesting carrier's application and turn Functional space over to the requesting carrier. However, it is expressly understood that if CLEC is unable to install power cabling due to the unavailability of an incumbent LEC approved power cabling vendor, rent will not be due until such a vendor is available.

*11.2 INTENTIONALLY LEFT BLANK

11.3 For Alterations requested to Collocation Space after the initial space has been completed, AT&T will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by CLEC. If additional space has been requested by CLEC, AT&T will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If AT&T does not believe that construction will be completed within the relevant provisioning interval and AT&T and CLEC cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, AT&T may seek an extension from the Commission.

11.4 INTENTIONALLY LEFT BLANK

11.5 INTENTIONALLY LEFT BLANK

11.6 Adjacent Structure Collocation Delivery Intervals

11.6.1 Adjacent Structures Collocation are contained in the Collocation Rates Exhibit.

12. RE-ENTRY

12.1 Unless otherwise set forth herein, if CLEC shall default in performance of any

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material term or condition herein, and the default shall continue for thirty (30) days after receipt of written notice, or if CLEC is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **AT&T** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel CLEC and any claiming under CLEC, remove any CLEC Telecom Equipment and any other items in the Dedicated Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies **AT&T** might have. **AT&T** may exercise this authority on a Dedicated Space-by-Dedicated Space basis. **AT&T** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by CLEC at any time thereafter.

13. LIMITATION OF LIABILITY

13.1 (Reserved)

13.1.1 Neither party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

13.1.2 Each party shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other party's services or equipment except those claims and damages directly associated with the provision of services to the other party which are governed by the provisioning party's applicable tariffs.

13.1.3 Neither party shall have any liability whatsoever to the customers of the other party for claims arising from the provision of the other party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

13.1.4 The liability of either party for its willful misconduct, if any, is not limited by this Agreement. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, **AT&T**'s liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

13.1.5 **AT&T** shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall **AT&T** for its own act or omission hold liable any other carrier or customer providing a portion of a service.

13.1.6 When CLEC is provided service under this Agreement, **AT&T** shall be indemnified, defended and held harmless by CLEC against any claim, loss or

damage arising from the customer's use of services offered under this Agreement, involving:

13.1.6.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

13.1.6.2 Claims for patent infringement arising from the customer's acts combining or using the service furnished by **AT&T** in connection with facilities or equipment furnished by the customer; or

13.1.6.3 All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Agreement.

*13.2 Third Parties – CLEC acknowledges and understands that **AT&T** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of CLEC; that such space may be close to the dedicated collocation space, possibly including space adjacent to the dedicated collocation space and/or with access to the outside of the dedicated collocation space; and that if CLEC requests a cage around its equipment, the caged Dedicated Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging CLEC's equipment and facilities. In addition to any other applicable limitation, **AT&T** shall have absolutely no liability with respect to any action or omission by any other, except to the degree of culpability of **AT&T**, and regardless of whether any claimed **AT&T** liability arises in tort or in contract. CLEC shall save and hold **AT&T** 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 CLEC.

14. INDEMNIFICATION OF AT&T

14.1 In addition to any other provision hereof, CLEC agrees to indemnify, defend and save harmless **AT&T** (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with CLEC's use of the dedicated collocation space, conduct of its business or any activity, in or about the dedicated collocation space, performance of any terms of this Agreement, or any act or omission of CLEC (including its officers, directors, employees, agents,

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contractors, servants, invitees, or licensees).

*14.2 Third Parties - CLEC acknowledges and understands that **AT&T** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of CLEC; that such space may be close to the dedicated collocation space, possibly including space adjacent to the dedicated collocation space and/or with access to the outside of the dedicated collocation space; and that if CLEC requests a cage around its equipment, the cage dedicated collocation space is a permeable boundary that will not prevent the Others from observing or even damaging CLEC's equipment and facilities. In addition to any other applicable limitation, **AT&T** shall have absolutely no liability with respect to any action or omission by any other, except to the degree of culpability of **AT&T**, whether any claimed **AT&T** liability arises in tort or in contract, as directly attributable to lapses in **AT&T**'s building security. CLEC shall save and hold **AT&T** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Others acting for, through, or as a result of CLEC.

15. OSHA STATEMENT

15.1 CLEC, in recognition of **AT&T**'s status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of **AT&T** with all federal, state and local laws, safety and health regulations relating to the dedicated collocation space which CLEC has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold **AT&T** harmless for any judgments, citations, fines, or other penalties which are assessed against **AT&T** as the result of CLEC's failure to comply with any of the foregoing. **AT&T**, 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 dedicated collocation space which **AT&T** has agreed to maintain pursuant hereto.

16. NOTICES

16.1 Except in emergency situations, **AT&T** shall provide CLEC with written notice five (5) business days prior to those instances where **AT&T** or its subcontractors may be undertaking a major construction project in the general area of the Dedicated Space or in the general area of the AC and DC power plants which support the Dedicated

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Space.

16.2 **AT&T** will inform CLEC by telephone of any emergency-related activity that **AT&T** or its subcontractors may be performing in the general area of the Dedicated Space occupied by CLEC or in the general area of the AC and DC power plants which support the Dedicated Space. Notification of any emergency related activity should be made to CLEC as soon as reasonably possible so that CLEC can take any action required to monitor or protect its service.

16.3 **AT&T** will provide CLEC 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 CLEC Telecom Equipment. **AT&T** shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC Telecom Equipment.

16.4 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 **AT&T:**

AT&T Local Contract Manager - Collocation
600 North 19th Street, 10th Floor
Birmingham, AL 35203

and

Business Markets Attorney
Suite 4300
675 W Peachtree Street
Atlanta, GA 30375
Fax Number: 404.614.4054

If to CLEC:

Mary Cegelski
Manager Regulatory Affairs: Carrier Relations
3340 West Market Street
Akron, OH 44333

mcegelski@firstcomm.com
Phone Number: 216.468.1614
Fax Number: (330) 835-2330

and

Steven A. Augustino

Katherine Barker Marshall
Kelley Drye & Warren LLP
3050 K Street, N.W., Suite 400
Washington, D.C. 20007
Phone Number: 202.342.8400
Fax Number: 202.342.8451

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

17. INSURANCE

17.1 CLEC shall furnish **AT&T** 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 CLEC. **AT&T** 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).

*17.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, CLEC must maintain all Risk Property coverage on a full replacement cost basis insuring all of CLEC's personal property situated on or within the Eligible Structure. CLEC releases **AT&T** from and waives any and all right of recovery, claim, action or cause of action against **AT&T**, its

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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 CLEC or located on or in the space at the request of CLEC 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, excluding negligence of **AT&T**, its agents, directors, officers, employees, independent contractors, and other representatives.

17.1.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **AT&T** 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 **AT&T** structure.

17.1.3 All policies purchased by CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **AT&T**.

17.1.4 All insurance must be in effect on or before Space Acceptance Date or Space Ready Date as appropriate and shall remain in force as long as any of CLEC's equipment or other CLEC facilities or equipment remains within the Eligible Structure.

17.1.5 CLEC 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, **AT&T**'s obligation to turn over the Physical Collocation Space to CLEC or to permit any CLEC-designated subcontractors into the Eligible Structure. CLEC shall arrange for **AT&T** to receive thirty-(30) calendar day's advance written notice from CLEC's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

17.1.5.1CLEC shall forward a certificate of insurance and notice of cancellation/non-renewal to AT&T at the following address:

AT&T
Attn: Risk Management Office – Finance
17F54 AT&T Midtown Center
675 W. Peachtree Street
Atlanta, GA 30375

17.1.6 CLEC must also conform to recommendations made by **AT&T**'s Property Insurance Company, if any, unless a recommendation is also applicable to **AT&T** and **AT&T** does not so conform in the Eligible Structure where the Physical Collocations space is located.

17.1.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

18. PROTECTION OF SERVICE AND PROPERTY

18.1 **AT&T** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

*18.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, CLEC must maintain all Risk Property coverage on a full replacement cost basis insuring all of CLEC's personal property situated on or within the Eligible Structure. CLEC releases **AT&T** from and waives any and all right of recovery, claim, action or cause of action against **AT&T**, 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 CLEC or located on or in the space at the request of CLEC 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 as provided in this Appendix. Property insurance on CLEC's fixtures and other personal property shall contain a waiver of subrogation against **AT&T**, and any rights of CLEC against **AT&T** for damage to CLEC's fixtures or personal property are hereby waived except as provided in this Appendix. CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing the limitation of liability in this Appendix for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

18.2 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.

18.3 Except as may otherwise be provided:

* This Section 18.1.1 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

18.3.1 **AT&T** and CLEC shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

18.3.2 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.

18.3.3 Each Party shall restrict access to the Eligible Structure and the Dedicated Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.

18.4 **AT&T** shall use electronic access controls to protect all spaces which house or contain CLEC equipment or equipment enclosures, but if electronic controls are not available, **AT&T** shall either furnish security guards at those **AT&T** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **AT&T** shall permit CLEC to install monitoring equipment in the collocation space to carry data back to CLEC's work center for analysis. CLEC agrees that CLEC is responsible for problems or alarms related to CLEC's equipment or equipment enclosures located on **AT&T**'s Dedicated Space.

18.5 **AT&T** shall furnish CLEC with the identifying credentials to be carried by its employees and authorized agents to be paid for by the CLEC. The CLEC must maintain an updated list of all authorized employees and authorized agents on a Dedicated Space-by-Dedicated Space basis for every Eligible Structure where there are **AT&T** security guards.

18.6 CLEC shall comply with the security and safety procedures and requirements of **AT&T,** including but not limited to sign-in, and identification.

18.7 **AT&T** shall furnish CLEC with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured CLEC space in Central Offices. In the event of an emergency, CLEC shall contact a SPOC provided by **AT&T** for access to spaces which house or contain CLEC equipment or equipment enclosures.

18.8 **AT&T** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house CLEC equipment or equipment enclosures.

18.9 **AT&T** shall use best efforts to provide notification within two (2) hours to designated CLEC personnel to indicate an actual security breach.

18.10 **AT&T** shall be responsible for the security of the Eligible Structure. If a security issue arises or if CLEC believes that **AT&T**'s security measures are unreasonably lax, CLEC shall notify **AT&T** and the Parties shall work together to address the problem. **AT&T** shall, at a minimum, do the following:

18.10.1 Where a cage is used, **AT&T** shall design collocation cages to prevent unauthorized access; provided, however, that CLECrealizes and assents to the fact that the cage will be made of wire mesh.

18.10.2 **AT&T** 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 **AT&T**'s employees, agents or invitees having a business need, such as a periodic review of the Dedicated Space, to be in these areas. **AT&T** shall require all persons entering the collocation areas to wear identification badges.

18.10.3 **AT&T** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to CLEC, along with a positive key control system for each of CLEC's caged Dedicated Space. **AT&T** shall respond immediately to reported problems with CLEC's key cards.

18.10.4 In emergency situations common courtesy will be extended between CLEC and **AT&T**'s employees, including the provision of first aid and first aid supplies.

18.11 CLEC shall limit access to CLEC employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

19. MISCELLANEOUS

19.1 Variations – In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by **AT&T** shall control.

19.2 Governing Law – This Agreement shall be governed by the laws of the State in which the dedicated collocation space is located, without regard to the choice of law principles thereof.

19.3 Joint and Several – If CLEC constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

19.4 Future Negotiations – **AT&T** may refuse requests for space in an Eligible structure if CLEC is in material breach of this Agreement, including, but not limited to, having

any undisputed past due charges hereunder. In any and each such event, CLEC hereby releases and holds **AT&T** harmless from any duty to negotiate with CLEC or any of it's Affiliates for any additional space or physical collocation with respect to each State where such breach occurred or otherwise relates.

19.5 Severability – With the exception of the requirements, obligations, and rights set forth in this Appendix, if any of the provisions herein are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of **AT&T** and CLEC shall be construed accordingly.

19.6 Paragraph Headings and Article Numbers – The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

19.7 Entire Agreement – This Agreement along with any schedules, exhibits, referenced documentation and materials set forth the entire understanding of the parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties; provided, however, that this provision shall not affect current or pending tariffs, under investigation or otherwise, including any charges due thereunder. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

19.8 No Third Party Beneficiaries – Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

19.9 Construction – This Agreement shall be interpreted and governed without regard to which party drafted this Agreement.

19.10 Multiple Originals – This Agreement may be executed in multiple copies, each of which shall be deemed an original.

19.11 Waver of Obligations

19.11.1 Whenever this Agreement requires the consent of a party, any request for such consent shall be in writing.

19.11.2 Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Agreement

prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by either Party to exercise any right, power or option, whether of the same, similar or different nature, with respect to the other Party or to one or more other Collocators.

19.12 Rights of Review with Remedies – The parties acknowledge and agree that the rates, terms, and conditions set forth in this Amendment, including among others those above relating to cageless collocation, are subject to any legal or equitable rights of review and remedies (including, but not limited to, the need to renegotiate this Amendment if any agency reconsideration and/or court review results in changes in FCC 99-48).

19.13 Rights Cumulative – The rights of a party hereunder are cumulative and no exercise or enforcement by such party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such party is entitled to enforce.

19.14 Binding Effect – This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

19.15 Impossibility of Performance – Neither party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts of omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, CLEC's authorized agents and contractors will comply with the Emergency Operating Procedures established by **AT&T**.

19.16 Survival – The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

19.17 Successors Bound – The conditions and agreements contained herein shall bind and inure to the benefit of **AT&T**, CLEC and their respective successors and, except as otherwise provided herein, assigns.

19.18 (Reserved).

19.19 Non-Exclusive Remedies – No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

19.20 Assignment – CLEC shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the dedicated collocation space by any other person or entity, without the prior written consent of **AT&T** which shall not be unreasonable withheld. Any purported assignment or transfer made without such consent shall be voidable at the option of **AT&T** including subleased or shared caged physical collocation arrangements.

20. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

20.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement, The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that that General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and consistent with Applicable Law.

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 AT&T Inc. owned Incumbent Local Exchange Carrier (ILEC) in Florida (AT&T) and CLEC.

2. DEFINITIONS

2.1 **"Approved Vendor"** is a vendor who is qualified by **AT&T** for installation, and/or removal of Central Office equipment, which is administered by the **AT&T** Central Office Equipment Engineering Group.

2.2 **"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.

2.3 **"Application Fee"** includes the costs incurred by **AT&T** to process the CLEC's application for virtual collocation arrangements.

2.4 **"Augment"** is a request from the CLEC to add equipment, cable, and/or Collocation services to (1) a pending Virtual Collocation arrangement which is more than fifteen (15) calendar days into the construction interval or (2) an existing Virtual Collocation arrangement.

2.5 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **AT&T** location, for purposes of interconnection or access to Unbundled Network Elements (UNEs).

*2.6 INTENTIONALLY LEFT BLANK

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* This Section 2.6 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

2.7 **"Eligible Structure"** is (1) an **AT&T** Central Office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **AT&T** that houses its network facilities, or (3) a structure that houses **AT&T** transmission facilities on public rights-of-way.

2.8 **"Entrance Fiber Facility"** is an arrangement when a CLEC provided single mode fire retardant dielectric fiber optic cable that extends from the **AT&T** designated manhole into the **AT&T** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. CLEC shall be permitted no more than two (2) entrance routes into the **AT&T** Eligible Structure, if available.

2.9 **"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.

2.10 **"Functional"**-The virtual collocation arrangement is functional when **AT&T** has completed construction and provisioning of the virtual collocation arrangement in accordance with the requesting carrier's application and the virtual collocation arrangement is made available to the carrier.

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

2.12 **"Infrastructure Systems"** - 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, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.13 **"Collocation Handbook"** or like document is a publication provided to CLEC, which provides information on how to order collocation arrangements and the processes and requirements for collocation in **AT&T**, which is located on the **AT&T** CLEC ONLINE Web-Site (https://clec.sbc.com).

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2.15 "**Space Acceptance Date"** is the date of CLEC's acceptance of the Collocation Space if CLEC completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date.

2.16 **"Space Ready Date"** is the date the Collocation Space is ready for occupancy.

2.17 **"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 CLEC seeking collocation in **AT&T's** Eligible Structures that such an arrangement is technically feasible.

2.16 **"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 **AT&T** will provide Virtual Collocation to CLEC.

3.2 Preparation Prior to Regulatory Approval

3.2.1 INTENTIONALLY LEFT BLANK

3.2.2 CLEC is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements.

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

4. GENERAL OFFERINGS

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, **AT&T** will provide Virtual Collocation to CLEC for the purpose of interconnecting to **AT&T's** 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 **AT&T's** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. 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 FTA 96).

*4.2 In the case of **AT&T** Virtual Collocation, CLEC is

* This Section 4.2 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service

responsible for engineering and furnishing the virtually collocated equipment. CLEC must use an **AT&T** Approved Vendor to perform the installation of such in the **AT&T** Eligible Structure. The CLEC's **AT&T** Approved Vendor will be permitted access to the **AT&T** Main Distribution Frame or its equivalent for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. CLEC must use an **AT&T** Approved Power Installation Vendor to place power cable leads from CLEC's dedicated space to **AT&T's** Battery Distribution Fuse Bay (BDFB) or Power Plant, 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. **AT&T** will exercise physical control over, but not ownership of, the equipment installed by CLEC in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of CLEC by **AT&T**. Billing will begin on the Eligible Structure for recurring charges on the day after AT&T issues notice to the CLEC that the Virtual Collocation Arrangement is available for CLEC's use.

4.2.1 CLEC will install their own bay(s) by an **AT&T** Approved Vendor. **AT&T** 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 **AT&T** 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, should not exceed 15" for a standard bay.

4.2.2 Virtual Collocation is available at **AT&T** Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.

4.2.3 **AT&T** will exercise physical control, but not ownership, over any equipment

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Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

deployed for the purposes of Virtual Collocation.

4.2.4 **AT&T** will designate upon request the floor space for the "occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test equipment, etc.

4.2.4.1 **AT&T** standard floor space for CLEC'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 **AT&T** non-standard floor space for CLEC'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 CLEC is responsible for all alarm monitoring of their virtually collocated equipment and all expenses associated. Since the maintenance of CLEC's equipment is at the direction and control of CLEC, **AT&T** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of CLEC.

4.2.7 Virtual Collocation is ordered as set forth in **AT&T's** Collocation Handbook or like document found on the **AT&T** CLEC ONLINE Web-Site for Virtual Collocation. **AT&T** 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 CLEC.

4.2.8 Virtual Collocation is available for the direct connection of one CLEC provided facility to a separate Collocator provided facility within the same **AT&T** wire center provided the Collocators are interconnected with **AT&T** network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.2.8.1 **AT&T** will designate the route, place cable racking (if applicable) and provide space to be used for such facilities. **AT&T** shall permit CLEC's **AT&T** Approved Vendor to construct such facilities using

copper or optical fiber facilities subject to the same reasonable safety requirements that **AT&T** imposes on its own equipment and facilities, without requiring CLEC to purchase any equipment or connecting facilities solely from **AT&T**.

5. SPACE AVAILABILITY

5.1 At the request of CLEC, **AT&T** will provide space for Virtual Collocation as described above. **AT&T** 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, **AT&T** 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 **AT&T** will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by **AT&T**. **AT&T** will notify CLEC as to whether its request for space has been granted or denied due to a lack of space within fifteen (15) calendar days from receipt of a CLEC's accurate and complete Virtual Collocation Application. If **AT&T** determines that CLEC's Virtual Collocation Application is unacceptable, **AT&T** shall advise CLEC of any deficiencies within this fifteen- (15) calendar day period. **AT&T** shall provide CLEC with sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.

5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, **AT&T** shall place CLEC on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the CLEC 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, and 47 CFR Part 51, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all Applicable Laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R.

6.2 (Reserved).

6.3 (Reserved).

6.4 (Reserved).

6.5 (Reserved).

6.6 (Reserved).

6.7 (Reserved).

6.8 (Reserved).

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

6.10 All types of equipment placed in **AT&T** Eligible Structures by CLEC must meet the **AT&T** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **AT&T** technical publication TR73503 "Engineering and Installation Standards Central Office Equipment"; network equipment power, grounding, environmental, and physical design requirements, Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where CLEC'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) CLEC must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **AT&T**) prior to January 1, 1998 with no known history of safety problems.

6.11 **AT&T** 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 **AT&T** applies to its own network equipment. **AT&T** 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 **AT&T** denies Collocation of CLEC's equipment, citing minimum safety standards, **AT&T** will provide within five (5) business days of CLEC's written request to **AT&T's** representative(s), a list of **AT&T** equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such **AT&T** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise. The affidavit must set forth in detail the exact safety requirement that CLEC's equipment does not satisfy; AT&T's basis for concluding that CLEC's equipment does not meet this safety requirement; and AT&T's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.

6.13 In the event CLEC submits an application requesting collocation of certain equipment and **AT&T** 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, CLEC must not collocate the equipment. If CLEC disputes such determination by **AT&T**, CLEC may not collocate such equipment unless and until the dispute is resolved in its favor. If **AT&T** determines that CLEC 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, CLEC must remove the equipment from the collocation space within ten (10) days written notice from **AT&T**. CLEC will be responsible for the removal and all resulting damages. If CLEC disputes such determination, CLEC must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **AT&T** or CLEC may file a complaint at the Commission seeking a formal resolution of the dispute.

6.14 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to **AT&T** 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 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.

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Space

7.1.1 For each Eligible Structure in which CLEC desires to virtually collocate equipment, CLEC must submit a Virtual Collocation Application. A copy of the Virtual Collocation Application may be obtained from the **AT&T** Local Contract Manager – Collocation or from the **AT&T** e-Application (eApp) System. The Virtual Collocation Application must also be used for each subsequent request to place equipment in an Eligible Structure.

7.2 **AT&T** 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 **AT&T** for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - CLEC shall pay **AT&T** all associated non-recurring and recurring charges for use of the Virtual Collocation Space. These

charges are contained in the state specific Collocation Rates Exhibit. 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.

7.4 INTENTIONALLY LEFT BLANK

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7.6 Breach Prior to Commencement Date - In the event that the CLEC materially breaches this Agreement by purporting to terminate this Agreement after **AT&T** has begun preparation of the Virtual Collocation space but before **AT&T** has been paid the entire amounts due under this Article, then in addition to any other remedies that **AT&T** might have, the CLEC 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 **AT&T** 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 date **AT&T** finished construction in accordance with the CLEC's application and CLEC has accepted the collocation space. CLEC cannot refuse to accept the collocation space if the space is completed to specifications per the CLEC's collocation order. Exceptions noted by CLEC causing payment refusal will be identified by CLEC per the terms of Section 11, Appendix Virtual Collocation.

7.9 (Reserved).

7.10 **AT&T** 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 **AT&T** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF VIRTUAL COLLOCATION SPACE

8.1 A list of all CLEC equipment that will be placed within the Virtual Collocation Space shall be set forth on the CLEC's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of CLEC's equipment. CLEC warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such CLEC equipment. CLEC's **AT&T**

Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of **AT&T**.

8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the CLEC's equipment with the required technical information, CLEC 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, CLEC shall furnish to **AT&T** 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, **AT&T** 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 **AT&T** and CLEC of a final list and description and receipt by **AT&T** 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 "CLEC's Equipment."

8.3 CLEC's equipment, operating practices, or other activities or conditions attributable to CLEC that represents a demonstrable threat to **AT&T** 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, are 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 **AT&T** 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 CLEC's **AT&T** Approved Vendor or any person or entity purporting to be acting through or on behalf of CLEC 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 **AT&T**. **AT&T** shall consider a modification, improvement, addition, repair, or other alteration requested by CLEC, provided that **AT&T** shall have the right to reject or modify any such request. **AT&T** will perform any such construction, and the associated cost shall be paid by CLEC in accordance with **AT&T** then-standard custom work order process or ICB.

9. CLEC RESPONSIBILITIES

9.1 The CLEC will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to **AT&T** 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 CLEC-owned and provided equipment.

9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the CLEC's equipment that requires the work to be performed within the Eligible Structure must be completed by an **AT&T** Approved Vendor or Manufacturer. Escort charges will apply.

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 **AT&T** Approved Vendor or Manufacturer. Escort charges will apply.

9.1.8 A storage cabinet or designated shelves for the storage of CLEC's spare circuit packs, unique tools, test equipment, etc. used by **AT&T** to maintain and repair virtually collocated equipment. The CLEC should indicate on the front equipment view drawing that is submitted with the Virtual Collocation Application, the CLEC's storage requirements.

9.1.9 Procurement, placement and termination of interconnection cabling between CLEC's dedicated space and **AT&T's** Main Distribution Frame or its equivalent by CLEC's **AT&T** Approved Vendor. Additional requirements relating to placement and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.

9.1.10 Procurement and placement of power cable leads by **CLEC's AT&T** Approved Power Installation Vendor from the dedicated space to **AT&T**'s Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Additional requirements relating to placements of power cable leads is set forth in Section 10.6 of this Appendix.

9.2 The CLEC 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.

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 an audit on the installed equipment completed by an **AT&T** 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) CLEC's representatives per escort may participate in any one (1) of the site visits.

9.3 CLEC's **AT&T** 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, CLEC shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.

9.4 When CLEC requires additional capacity, a collocation augment application is required. For augments of this type, CLEC 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 CLEC 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 CLEC will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.

9.4.4 CLEC will be responsible for capacity management of the equipment placed.

9.5 After the initial installation, or an augment, **AT&T** shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the CLEC's request. CLEC may use an **AT&T** 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 CLEC by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for **AT&T** to perform the installation, routine maintenance, or to escort the **AT&T** Approved Vendor, whichever applies. If the CLEC's **AT&T** 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 CLEC 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 **AT&T** as described in Section 14.

9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by **AT&T** 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 premium maintenance in the CO charge. This will be a mutual agreed arrangement with the LOC and the CLEC. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for **AT&T** to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the CLEC. If the interval exceeds the 4-hour period, the additional hours will be charged at 2.5 times the premium maintenance in the CO charge for the state the request is generated.

9.9 The CLEC 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 CLEC for placement in/on **AT&T** property. CLEC shall provide a stock of such items (excluding unique tools and test equipment) to **AT&T** to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. **AT&T** shall notify CLEC as it uses packs from the stock so that CLEC may replenish the stock. CLEC 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 **AT&T** to repair and maintain CLEC's virtually collocated equipment. **AT&T** shall notify CLEC when any other types of replacement parts or equipment are required. During repair calls, **AT&T** technician shall confirm to CLEC representative when **AT&T** has used a circuit pack/plug-in or other types of replacement parts or equipment. **AT&T** shall notify CLEC upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the CLEC personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the CLEC if the discovery is made at some other time.

9.10 The CLEC 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 CLEC's expense and their responsibility. Replacements must be delivered to the **AT&T** Central Office or **SBC- 13STATE** designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.

9.11 The CLEC must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other CLEC owned property provided to **AT&T** for Virtual Collocation.

9.12 The CLEC 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 **AT&T** CLEC ONLINE Web-Site.

9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. CLEC 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). CLEC will keep this information current.

9.13 To the extent known, the CLEC can provide non-binding forecasted information to **AT&T** on anticipated additional Virtual Collocation requirements. Non-binding forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.

9.14 **AT&T** will identify the training needs of **AT&T** personnel from the list of equipment received by the CLEC on the **AT&T** Virtual Application Form. The CLEC will be responsible for training **AT&T** personnel on the repair and maintenance of the CLEC's equipment, unless: (a) the equipment is already used by **AT&T** in the Eligible Structure; or (b) **AT&T** 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 **AT&T**, but CLEC uses the equipment in a different configuration, CLEC will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the CLEC. **AT&T** will contact CLEC with the required number of **AT&T** personnel to be trained and the contact name for the CLEC to coordinate training

schedules. The CLEC will be responsible for the following:

9.14.1 Arrange and pay to the training supplier, all costs for the training sessions, including required course material, transportation, and lodging.

9.14.2 Pay all costs associated with lodging, transportation, employees labor rate for time away from job, and per diem, if applicable that is required for **AT&T** employee to attend training.

9.14.3 **AT&T** may require additional training requirements to adequately provide 7 X 24-hour coverage on the CLEC's virtually collocated equipment when labor resources change for a particular Eligible Structure. **AT&T** will notify the CLEC when applicable.

9.14.4 Training may be provided on-site when possible.

9.14.5 The training for which the CLEC will be responsible includes training for the following functions to the extent such functions will be performed by **AT&T** 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 **AT&T**.

9.14.5.3 Any testing, repair methods, and procedure documents utilized by CLEC, 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 **AT&T** will work cooperatively with CLEC to schedule and complete the training requirements prior to CLEC's equipment turn-up. When CLEC provides scheduled training, **AT&T** is responsible for employee attendance.

9.15 CLEC will provide remote, real-time network technical support, guidance and direction to **AT&T** for all collocated facilities and equipment using on-line telephone support.

9.16 CLEC is responsible for coordinating with **AT&T** to ensure that services are installed in accordance with a service request.

9.17 CLEC's **AT&T** Approved Vendor will, whenever possible, begin installation of the CLEC's equipment in the Virtual Collocation space within thirty (30) calendar days of space turnover or as mutually agreed between the Parties. CLEC's **AT&T** Approved Vendor must complete installation of CLEC equipment in the Virtual Collocation Space and interconnect to **AT&T** network or to its UNEs within one hundred eighty (180) calendar days after space turnover. If CLEC fails to do so, **AT&T** may, upon notice, terminate that Virtual Collocation arrangement, and CLEC 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 or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, CLEC equipment is considered to be interconnected when physically connected to **AT&T's** network or an **AT&T** UNE for the purpose of CLEC providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

10.1 **AT&T** will work cooperatively with CLEC to develop implementation plans including timelines associated with the following:

10.1.1 Ensuring that CLEC's **AT&T** Approved Vendor meets required safety standards as contained in TP76200MP and **AT&T**'s standards and requirements for equipment and facility installations.

10.1.2 **AT&T** placement of CLEC's fiber into an **AT&T** 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. CLEC shall strictly observe and abide by each.

10.2.1 **AT&T**'s TR 73503 standards for network equipment, power, grounding, environmental, and virtual design, and any successor document(s), including as such may be modified at any time and from time to time.

10.2.2 **AT&T**'s Collocation 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 **AT&T**'s standards and requirements for equipment and facility installations, and any successor document(s) within **AT&T** 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 AT&T's Collocation Handbook or like document, standards and requirements for equipment and facility installations, and the TR 73503 standards are not incorporated herein but are available on the appropriate **AT&T** CLEC ONLINE Web-Site.

10.3 If AT&T's Collocation Handbook or like document, standards and requirements for equipment and facility installations, and the TR 73503 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 CLEC has or orders a Virtual Collocation arrangement, **AT&T** shall provide CLEC 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) days after such amendment is released by **AT&T**, except for those specific amendments to which CLEC objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Appendix. If neither Party invokes those procedures, the modification is deemed effective and applicable.

10.3.2 If a modification is made after this Agreement becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for **AT&T** (and the modification has not been included in a change to that "Statement" or this Appendix), then **AT&T** will provide CLEC with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of CLEC's Virtual Collocation Application. Any CLEC objection to those modifications must be received by **AT&T** by the thirtieth (30^{th}) day after their receipt by CLEC. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 10.3.1 shall apply.

10.3.3 Notwithstanding Sections 10.3.1 and/or 10.3.2, any modification made to address situations potentially harmful to **AT&T** 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 and shall not be subject to objection. **AT&T** will immediately notify CLEC of any such modification.

10.4 **AT&T** shall provide an interconnection point or points, physically accessible by both **AT&T** and CLEC (typically an **AT&T** manhole) at which a CLEC fiber optic cable can enter the Eligible Structure, provided that **AT&T** will designate interconnection points as close as reasonably possible to the Eligible Structure. CLEC'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 **AT&T** and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to CLEC's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the CLEC to terminate in their equipment. CLEC shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; **AT&T** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **AT&T** cable facilities and at which space is available for new facilities in at least two of those entry points.

10.4.1 CLEC is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **AT&T**, and

10.4.2 for leaving sufficient cable length in order for **AT&T** to fully extend such CLEC-provided cable to the vault.

10.4.3 **AT&T** will permit interconnection of copper or coaxial cable 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 **AT&T** will be responsible for determining equipment location within the Eligible Structure. Procurement, placement and termination of interconnection cabling between CLEC's dedicated space and AT&T Main Distribution Frame or its equivalent will be installed by the CLEC's **AT&T** Approved Vendor. The CLEC's **AT&T** Approved Vendor must obtain an approved Method of Procedures (MOP) from **AT&T** and follow AT&T's standards and requirements for installation of equipment and facilities. **AT&T** will install and stencil termination blocks or panels at **AT&T's** Main Distribution Frame or its equivalents for the hand off of the Actual Point of Termination (APOT) Connection(s) to CLEC.

*10.6 Unless otherwise expressly agreed in writing, where CLEC has entered into an

* This Section 10.6 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service

agreement with **AT&T** to virtually collocate its equipment, **AT&T** will provide for all AC and DC power requirements in the Eligible Structure. Where CLEC has entered into an agreement with **AT&T** to virtually collocate, CLEC shall be fully responsible for cabling, and shall contract with an **AT&T** Approved Vendor to provide the same. CLEC 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 CLEC Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and **AT&T**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **AT&T's** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by CLEC 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 **AT&T** is based on demand management. **AT&T** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. CLEC's **AT&T approved vendor** will supply and place the power cable leads from the dedicated space to **AT&T's** Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. **AT&T** will terminate CLEC's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. CLEC must contact the assigned **AT&T** Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement.

10.6.1 CLEC's **AT&T** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **AT&T** and follow the **AT&T** standards and requirements for installation of equipment and facilities.

10.7 **AT&T** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for CLEC's equipment in the same manner and at the same standards that **AT&T** 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 CLEC or **AT&T** under the custom work order process or ICB, including payment requirements prior to the installation of the regeneration equipment.

Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

10.9 CLEC and **AT&T** 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 **AT&T** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.11 **AT&T** 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 CLEC and **AT&T** 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.

10.14 In the event **AT&T** 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, CLEC is required to do so. If such relocation arises from circumstances beyond the reasonable control of **AT&T**, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in **AT&T** sole judgment, CLEC shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise **AT&T** shall be responsible for any reasonable preparation costs.

10.15 Upon termination of the Virtual Collocation arrangement, CLEC will work cooperatively with **AT&T** to remove CLEC's equipment and facilities from **AT&T** property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. **AT&T** is not responsible for and will not guarantee the condition of such equipment. CLEC 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 CLEC 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. CLEC will pay all arrangement monthly charges until all equipment is removed. If CLEC has not removed the equipment within this timeframe, **AT&T** has the right to remove the

equipment and bill CLEC for any reasonable expense associated with removal of the equipment. **AT&T** shall be responsible for exercising reasonable caution when removing virtually collocated equipment. **AT&T** will only be responsible for damage done to such equipment caused by gross negligence on the part of **AT&T** or its contractors during the removal process. However, CLECs will indemnify and hold **AT&T** harmless for any damage done to virtually collocated equipment if **AT&T** permits CLEC to hire an **AT&T** approved contractor to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by **AT&T** and stored in a non- **AT&T** location, at the expense of CLEC.

10.16 Upon termination of the Virtual Collocation, CLEC must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within thirty (30) calendar days, **AT&T** may arrange for the removal, and CLEC will be responsible for any charges incurred to remove the cable. **AT&T** and CLEC will cooperatively manage the removal process. CLEC is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **AT&T** instructs CLEC such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

10.17 If CLEC fails to remove its equipment and facilities from the Virtual Collocation space within thirty (30) days after discontinuance of use, **AT&T** may perform the removal and shall charge CLEC 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, CLEC shall indemnify and hold **AT&T** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **AT&T**.

11. TEST AND ACCEPTANCE

11.1 CLEC and **AT&T** will complete an acceptance walk-through visit of the Virtual CLEC's space prior to turning the Virtual Collocation space over to CLEC's **AT&T** Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by **AT&T** 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 CLEC's Virtual Collocation request shall be at **AT&T** expense.

11.2 Prior to powering up equipment, and after the frame connections and equipment have been installed, CLEC will schedule a pre-performance audit visit with the LOC as specified in Section 9.2.5. CLEC is responsible for auditing the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after CLEC's request and shall take no longer than eight (8) hours. Should CLEC determine during the audit that the installation is not compliant with specifications, CLEC may schedule an additional

audit after corrective work has been performed. CLEC shall be responsible for coordination with its vendor to be at the site for audit acceptance testing and, when necessary, corrective work.

11.3 Two (2) business days prior to scheduled turn-up of the collocated equipment, CLEC will arrange to deliver to the **AT&T** Central Office, or other pre-designated location by **AT&T**, 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 CLEC's equipment. It is CLEC's responsibility to arrange with their **AT&T** Approved Vendor to place any of the items provided into the CLEC's designated storage cabinet or shelf, if applicable.

11.3.1 Once CLEC's equipment installation audit 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 CLEC, its **AT&T** approved installation contractor, **AT&T**, and/or **AT&T** vendor. CLEC and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, **AT&T** will work with CLEC to coordinate testing to minimize the number of visits required by CLEC and its contractor.

11.4 All installations of equipment must be in accordance with AT&T's standards and requirements for equipment and facility installations and subject to review by an **AT&T** maintenance engineer for compliance. Should **AT&T's** maintenance engineer determine during their review audit that the installation is not compliant with specifications, CLEC may schedule an additional audit after corrective work has been performed.

11.5 CLEC shall be responsible of coordination with its **AT&T** Approved Vendor to be at the site for acceptance testing.

11.6 Upon successful completion of the testing as described in Section 11.4 above, **AT&T** shall provide CLEC with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, **AT&T** will begin to maintain and repair the virtual collocated equipment at the direction of the CLEC, if all training requirements have been met.

11.7 CLEC shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, CLEC will either order interconnection or network elements from **AT&T** to connect to the equipment.

12. DELIVERY INTERVALS

*12.1 The delivery interval relates to the period in which **AT&T** shall construct and deliver to the CLEC the requested space. The delivery interval begins on the date **AT&T** receives an accurate and complete Virtual Collocation Application from the CLEC. The CLEC must provide **AT&T**, within seven (7) days from the date of notification granting the application request, a confirmatory response in writing to continue construction. If the CLEC has not provided **AT&T** such response by the twelfth (12th) day after the date **AT&T** notified CLEC its request has been granted, the application will be canceled. Dedicated space is not reserved until **AT&T's** receipt of the confirmatory response in writing from the CLEC. **AT&T** will complete construction of all Active Collocation Space requests for virtual collocation in 60 days. Any material revision to an application will be treated as a new application and will be subject to the time interval set forth above. To complete the provisioning of a collocation arrangement, **AT&T** must finish construction in accordance with the requesting carrier's application and turn Functional space over to the requesting carrier.

*12.2 Augment cable facility assignments with less than sixty (60) day intervals will not be given to the CLEC by **AT&T** until the delivery interval due date.

12.3 Any revision(s) made on an existing Virtual Collocation Application must be submitted on a new Virtual Collocation Application form. When the revision(s) are submitted by the CLEC prior to day fifteen (15) of the scheduled delivery interval, the application will be subject to review by **AT&T**. A new delivery interval date may be established extending the original delivery interval due date up to two (2) months when adding or changing telecommunications equipment, additional power requirements, interconnection termination additions and/or changes, and additional bay space requirements. CLEC will be notified by **AT&T** if a new delivery interval is required. If any revision(s) submitted by the CLEC are made after day fifteen (15) of the scheduled delivery interval to a Virtual Collocation Application, CLEC must re-submit such revision(s) as an Augment on a new Virtual Collocation Application. The augment delivery interval will start on the date the augment is received by **AT&T**.

12.4 **AT&T** will provide reduced construction intervals for CLEC's request of the following interconnection cabling Augments. CLEC must submit a completed Virtual Collocation Application. For this reduced construction interval to apply, the

*Sections 12.1 and 12.2 in entirety are available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the CLEC's point of termination for the requested cabling. Virtual Collocation Application(s) received meeting the criteria below will not require a response and the construction interval will not exceed sixty (60) calendar days.

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

These Augments will apply only when CLEC provides a complete and accurate Virtual Collocation Application. The job must be an Augment for an existing Virtual Collocation arrangement and consist only of connections listed above.

For Augments in which CLEC requests power that exceeds current capacity ratings or augments that require placement of additional cable racks within the Active Central Office Space, the construction interval will not exceed ninety (90) days from receipt of accurate and complete application for such augment. For all other Augments, **AT&T** will work cooperatively with CLEC to negotiate mutually agreeable construction intervals.

13. REPAIR AND MAINTENANCE OF EQUIPMENT

13.1 Except in emergency situations, and/or except when **AT&T** network reliability is at risk, CLEC will initiate the repair and maintenance process by contacting **AT&T** LOC. CLEC-owned fiber optic facilities and Central Office terminating equipment will be repaired and maintained only upon the request and direction of CLEC. In an emergency, **AT&T** 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 Collocation Rates Exhibit that apply to **AT&T** Central Offices and **AT&T** CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of CLEC by **AT&T**.

13.2 When initiating repair or maintenance requests of CLEC provided virtually collocated equipment, CLEC 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 **AT&T** 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 CLEC's employee who will cooperatively test with **AT&T** at no charge to **AT&T**; and

13.2.6 The type of the trouble.

13.3 When an **AT&T** technician calls CLEC to perform repair/maintenance initiated by a trouble ticket, CLEC will provide the **AT&T** technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.

13.4 **AT&T** is not obligated to provide any test equipment to support CLEC's equipment. To the extent that test equipment owned by **AT&T** is located in the Central Office with CLEC's equipment, is compatible with CLEC's equipment and is not currently being used to repair **AT&T** owned equipment, **AT&T** can use this test equipment for test operations directed by CLEC. **AT&T** assumes no liability for damage to CLEC's equipment caused by using **AT&T** test equipment. **AT&T** is not obligated to move test equipment from one Central Office to another or to provide any test equipment specifically for use on CLEC's equipment. **AT&T** 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 CLEC 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, CLEC's **AT&T** Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If **AT&T**, working with CLEC believes that it would be helpful to have them on site to aid in troubleshooting, it will so request. Charges for an escort will apply in either situation.

13.6 CLEC may request **AT&T** 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 CLEC owned equipment, CLEC shall provide **AT&T** 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, and generic upgrades, etc., CLEC will contact the LOC to arrange access for the Manufacturer or CLEC's **AT&T** 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, **AT&T** shall perform repairs as described in Section 14 of this Appendix.

13.8 **AT&T** is responsible for maintaining 7 X 24 maintenance and repair schedule for CLEC's virtual collocation equipment at the direction of the CLEC on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the CLEC trains the adequate number of **AT&T** personnel provided to CLEC per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

14.1 **AT&T** will be responsible for repairing/maintaining CLEC's virtually collocated equipment at the direction of CLEC with the same diligence it repairs/maintains its own equipment. At a minimum, **AT&T** agrees to meet service response interval for installation, repair, and/or maintenance as defined below. CLEC 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 CLEC to the LOC, to the time an **AT&T** technician notifies CLEC's technical support center from the specified trouble location, of the CLEC'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) hours Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m., Saturday and Sunday. 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 CLEC 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 CLEC's **AT&T** Approved Vendor or Manufacturer, CLEC will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless CLEC's **AT&T** Approved Vendor has a current existing Installation Agreement (IA) for the job in a Central Office. All jobs as described above that are performed by **AT&T** shall be requested and completed on a case by case basis.

14.2 Charges to install, repair, maintain and cooperatively test CLEC's equipment will be on a time and material basis.

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, **AT&T** shall repair the same at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while CLEC was deprived of the use; 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, **AT&T** 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 CLEC was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or **AT&T** opts not to rebuild, then the collocation arrangement provided shall (upon notice to CLEC within thirty (30) calendar days following such occurrence) terminate as the date of such damage. **AT&T** shall endeavor to relocate CLEC equipment to an alternative location.

15.2 Any obligation on the part of **AT&T** to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for CLEC and shall not include any obligation to repair, restore, rebuild or replace any CLEC equipment; or other facilities or equipment located in the Virtual Collocation space. Upon mutual agreement, when CLEC's space or equipment is damaged, the CLEC may arrange a visit to inspect the condition and escort charges will apply.

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, **AT&T** at its option, may terminate any collocation arrangement in that Eligible Structure by giving CLEC 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 CLEC is in material breach of this Agreement, and such breach shall continue for thirty (30) days after receipt of written notice, or if CLEC is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **AT&T** may, immediately or at any time thereafter, without notice or demand, expel CLEC and any claiming under CLEC, remove any CLEC 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 **AT&T** might have. AT&T may exercise this authority on an individual collocation space basis. **AT&T** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by CLEC at any time thereafter.

17. LIMITATION OF LIABILITY

*17.1 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 in the course of furnishing Collocation hereunder, the liability of **AT&T**, if any, shall not exceed an amount equivalent to the proportionate monthly charge to CLEC for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. CLEC acknowledges and understands that **AT&T** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of CLEC; that such space may be close to the Virtual Collocation arrangement, possibly including space adjacent to the Virtual Collocation arrangement and/or with access to the outside of the Virtual Collocation arrangement. In addition to any other applicable limitation, **AT&T** shall have absolutely no liability with respect to any action or omission by any Other,

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except to the degree of culpability of **AT&T**, whether any claimed **AT&T** liability arises in tort or in contract, as directly attributable to lapses in **AT&T**'s building security. CLEC shall save and hold **AT&T** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Others acting for, through, or as a result of CLEC.

17.1.1 Neither Party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

17.1.2 Neither Party shall have any liability whatsoever to the customers of the other Party for claims arising from the provision of the other Party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

17.1.3 The liability of either Party for its willful misconduct, if any, is not limited by this Appendix. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, **AT&T** liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

17.1.4 **AT&T** shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall **AT&T** for its own act or omission hold liable any other carrier or customer providing a portion of a service.

17.1.5 When CLEC is provided service under this Appendix, **AT&T** shall be indemnified, defended and held harmless by CLEC against any claim, loss or damage arising from the customer's use of services offered under this Appendix, involving:

17.1.5.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

17.1.5.2 Claims for patent infringement arising from the customer's acts combining or using the service furnished by **AT&T** in connection with facilities or equipment furnished by the customer; or

17.1.5.3 All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Appendix.

*17.2 Third Parties – CLEC acknowledges and understands that **AT&T** may provide space in

* This Section 17.2 in entirety is available only in the state of Wisconsin. The Parties agree that this language is

or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of CLEC'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, **AT&T** shall have absolutely no liability with respect to any action or omission by any other, except to the degree of culpability of **AT&T**, and regardless of whether any claimed **AT&T** liability arises in tort or in contract. CLEC shall save and hold **AT&T** 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 CLEC.

18. INDEMNIFICATION OF AT&T

18.1 CLEC's use of the dedicated collocation space, and both Parties' conduct of their business or any activity, in or about the dedicated collocation space, or performance of any terms of this Appendix, shall be subject to the Indemnity provisions of the General Terms and Conditions.

*18.2 In addition to the insurance requirements set forth in the General Terms and Conditions, CLEC must maintain all Risk Property coverage on a full replacement cost basis insuring all of CLEC's personal property situated on or within the Eligible Structure. CLEC releases **AT&T** from and waives any and all right of recovery, claim, action or cause of action against **AT&T**, 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 CLEC 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 as provided in this Appendix. Property insurance on CLEC's fixtures and other personal property shall contain a waiver of subrogation

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a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

* This Section 18.2 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

against **AT&T**, and any rights of CLEC against **AT&T** for damage to CLEC's fixtures or personal property are hereby waived except as provided in this Appendix. CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing the limitation of liability in this Appendix for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

19. NOTICES

19.1 Except in emergency situations, **AT&T** shall provide CLEC with written notice five (5) business days prior to those instances where **AT&T** 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 **AT&T** will inform CLEC by telephone of any emergency-related activity that **AT&T** or its subcontractors may be performing in the general area of the Virtual Collocation space occupied by CLEC 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 CLEC as soon as reasonably possible so that CLEC can take any action required monitoring or protecting its service.

19.3 **AT&T** will provide CLEC 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 CLEC's equipment. **AT&T** shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC'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 **AT&T**

AT&T Local ContractManager - Collocation
600 North 19th Street
10th Floor
Birmingham, AL35203

If to First Communications, LLC

Mary Cegelski
Manager Regulatory Affairs: Carrier Relations
3340 West Market Street
Akron, OH 44333
mcegelski@firstcomm.com
PhoneNumber; 216.468.1614
Fax Number: 216.468.1680

and

Steven A. Augustino
Katherine Barker Marshall
Kalley Drye & Warren LLP
3050 K Steer, N.W, Suite 400
Washington, D.C. 20007
Phone Number: 202.342.8400
Fax Number: 202.342.8451

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

20. INSURANCE

20.1 CLEC shall furnish **AT&T** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions, and state the types of insurance and policy limits provided by CLEC. **AT&T** 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, CLEC must maintain all Risk Property coverage on a full replacement cost basis insuring all of CLEC's personal property situated on or within the Eligible Structure. CLEC releases **AT&T** from and waives any and all right of recovery, claim, action or cause of action against **AT&T**, 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 CLEC or located on or in the space at the request of CLEC 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, including negligence of **AT&T**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on CLEC's fixtures and other personal property shall contain a waiver of subrogation against **AT&T**, and any rights of CLEC against **AT&T** for damage to CLEC's fixtures or personal property are hereby waived except as provided for in this Appendix. CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing that **AT&T** 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 set forth in this Section may be increased by **AT&T** 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 **AT&T** structure.

20.3 All policies purchased by CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **AT&T**.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of CLEC's equipment or other CLEC facilities or equipment remain within the Eligible Structure.

20.5 CLEC shall submit certificates of insurance and policy binders reflecting the coverages specified above prior to, and as a condition of, **AT&T**'s obligation to turn over the Physical Collocation Space to CLEC or to permit any CLEC-designated subcontractors into the Eligible Structure pursuant to Sections 9.2 and 9.3. CLEC shall arrange for **AT&T** to receive thirty (30) calendar day's advance written notice from CLEC's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 CLEC must also conform to recommendations made by **AT&T**'s Property Insurance Company, if any, unless a recommendation is also applicable to **AT&T** and **AT&T** does not so conform in the Eligible Structure where the Virtual Collocation space is located.

20.7 Failure to comply with the material provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTION OF SERVICE AND PROPERTY

21.1 **AT&T** 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 the applicable rates, terms and conditions contained in this Agreement, The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and consistent with Applicable Law.

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Collocation Rate Exhibit: Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,785.00		1.20							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236.00		1.20							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		564.81									
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		409.50									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		760.91		1.20							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.28										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	171.12										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.73										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.61										
	Physical Collocation - Space Preparation - C.O. Modification per square ft			CLO	PE1SK	2.38										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.50										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	84.93										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		287.36									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		572.66									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.80										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.26										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.53										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.80										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	36.47										
	Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN	10.69										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ,UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0208	7.32	5.37	4.58	2.71						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0416	8.00	5.75	5.00	2.69						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	0.3786	7.88	6.25	1.35	0.9899						
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	4.16	32.40	31.03	11.15	10.98						

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Collocation Rate Exhibit: Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.71	28.26	25.85	13.78	11.01						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.34	37.92	35.51	18.20	15.44						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0008										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0012										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0208	7.32	5.37	4.58	2.71						
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0416	8.00	5.75	5.00	2.69						
Security																
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.65	22.05								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.63	28.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		55.62	35.73								
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0101										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		38.95									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		8.84									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		28.78									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		23.28									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		23.28									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		79.52									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1515.00	S 973.64	256.35							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		646.84		362.41							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.11		10.80							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.35							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		18.73							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.96		149.97							
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		4.52		5.35							
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									

COLLOCATION - Florida														Collocation Rate Exhibit			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.51									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.51									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.73									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.73									
Entrance Cable																
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	5.19										
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		994.12		43.84							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.43									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,241.00		1.20							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		564.81									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		760.91		1.20							
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95										
	Virtual Collocation - Power, DC power, per Used Amp			AMTFS	VE1PF	10.69										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0201	7.32	5.37	4.58	2.71						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.3786	7.88	6.26	1.35	0.9915						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	4.16	32.40	31.03	11.15	10.98						
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11.01						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0201	7.32	5.37	4.58	2.71						

COLLOCATION - Florida														Collocation Rate Exhibit			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.69						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		79.52									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 1515.00	S 973.64	256.35							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		646.84		362.41							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.11		10.80							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.35							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		18.73							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.96		149.97							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52		5.35							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.65	22.05								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.63	28.89								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		55.62	35.73								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		54.05	22.05								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		72.18	28.89								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.31	35.73								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,473.00		43.84							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		612.23		270.35							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	154.59										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		23.28									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		223.91									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		73.39									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		208.02									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.65	22.05								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.63	28.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		55.62	35.73								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		612.23		270.35							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		223.91									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		73.39									

COLLOCATION - Florida													Collocation Rate Exhibit			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1666										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0194	7.32	5.37	4.58	2.71						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0388	8.00	5.75	5.00	2.69						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.14	32.40	31.03	11.15	10.98						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.70	28.26	25.85	13.78	11.01						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,763.00		1.02							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.26										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.53										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.80										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.47										
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1JP	5.19										

APPENDIX DIRECT

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APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

1.1 This Appendix applies only to the AT&T, Inc. entities referenced herein. This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.1.1 Southern New England Telephone (**SNET**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.

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, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, Texas and Wisconsin.

1.4 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

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

1.6 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.

1.7 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.

1.8 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

1.9 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 **"Automated Message According (AMA)"** – Billing detail recordings in the switch.

2.2 **"Call Processing Data Link - (CPDL)"** - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.

2.3 **"Data Terminating Equipment (DTE)"** - A terminal attached to a data network as an End User node.

2.4 **"Nortel Digital Multiplexing Switch (DMS 200)"** - DMS performs base call processing functions and supports service capabilities.

2.5 **"IBM RISC 6000 Processor"** – The IBM platform that enables database search capabilities.

2.6 **"Nortel Directory One (D1)"** - D1 offers directory search applications built on a standard operating software environment.

2.7 **"Nortel Directory One Call Control"** - Allows bi-directional call control capability between the TOPS switch and the D1 network.

2.8 **"Electronic White Pages (EWP)"** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.

2.9 **"Nortel Interactive Voice System (IVS)"** - Peripheral off the switch that provides interactive audio.

2.10 **"Nortel Multi Purpose Position (MP, MPX or MPX-IWS)"** - Operator Workstations.

2.11 **"Non-Published Number (NP)"** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.

2.12 **"Operator Service Center (OSC)"** - Physical location of the Operators/workstations.

2.13 **"Published Number"** - A telephone number that is published in a telephone directory and is available upon request by calling an **SBC-12STATE** DA Operator.

2.14 **"Nortel Queue Management System (QMS)"** - Supports up to 255 unique queues on calls to operator positions.

2.15 **"Nortel Traffic Operating Position System (TOPS)"** - Performs base call processing functions and support service capabilities.

2.16 **"Nortel/IBM Protocol"** – Allows communication between Nortel Switch and IBM database.

2.17 **"IBM Platform"** – Offers directory search applications built on a standard operating software environment.

3. SERVICE

3.1 Direct Access allows CLECs access to **SBC-12STATE**'s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address **SBC-12STATE** will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.

3.2 Where technically feasible and/or available, CLEC may receive Direct Access from **SBC-12STATE**'s host switches via a CLEC Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF SBC-12STATE

4.1 **SBC-12STATE** shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to CLEC for all **SBC-12STATE** listings.

4.2 **SBC-12STATE** shall provide DA listings to CLEC from its current DA records and in accordance with **SBC-12STATE**'s methods, practices, and procedures.

4.3 **SBC-12STATE** shall provide CLEC access to the same listing information that is available to its own operators.

4.4 **SBC-12STATE** shall maintain the same level of system performance for CLEC as it provides to itself.

5. RESPONSIBILITIES OF CLEC

5.1 CLEC shall submit requests for Direct Access in writing to **SBC-12STATE**. Requests for Direct Access will be pursuant to the Bona Fide Request (BFR) Process as outlined in the attached procedures. The FCC ruled that OS/DA were not UNEs.

5.2 When CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. **SBC-7STATE** shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. **SBC-7STATE** shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.

5.2.1 **SBC-AMERITECH** – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

6.1 The CLEC providing the circuit between CLEC's office and **SBC-12STATE**'s office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC.

6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by **SBC-12STATE**, and CLEC will reimburse **SBC-12STATE** for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-12STATE** 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-12STATE** employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

8.1 **SBC-12STATE** shall bill through the appropriate **SBC-12STATE** regional Mechanized Bill Process.

9. USE OF SUBSCRIBER LISTING INFORMATION

9.1 CLEC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

10. ASSIGNMENT

10.1 The subscriber listing information accessed shall remain the property of **SBC-12STATE**. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

11.1 Upon CLEC's request, and pursuant to the terms and conditions herein, **SBC-12STATE** will set rates and other appropriate criteria for provision of Direct Access to CLEC pursuant to the BFR process.

11.2 The following types of rates shall apply to Direct Access.

11.2.1 Service Establishment

11.2.1.1 CLEC shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time a CLEC orders Direct Access.

11.2.2 Direct Access Database Service

11.2.2.1 CLEC shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.

11.2.3 Direct Access Per Search

11.2.3.1 Where applicable, CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from **SBC-12STATE**'s listing database.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall besubject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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(DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

1.1 Directory Assistance Service will be provided by AT&T in accordance with its applicable tariffs.

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APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

1.1 Local Directory Assistance Listings will be provided by AT&T in accordance with its applicable tariffs.

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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 AT&T and CLEC.

1.2 AT&T, Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

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

1.5 As used herein, **SBC-PACIFIC** means the applicable above listed ILEC doing business in California.

1.6 As used herein, **SBC-NEVADA** means the applicable above listed ILEC doing business in Nevada.

1.7 As used herein, **AT&T Florida (AT&T)** means the applicable above listed ILEC doing business in Florida.

1.8 The prices at which **AT&T** agrees to provide CLEC with E911 Service are contained in the applicable Interconnection Rates Exhibit and/or the applicable Commissioned 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 CLEC'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. AT&T RESPONSIBILITIES

3.1 **AT&T** 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 **AT&T** is the 911 Service Provider. **AT&T** shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and **AT&T** is the 911 Service Provider. This shall include the following:

3.2 Call Routing

3.2.1 **AT&T** will transport 911 calls from each CLEC point of interconnection (POI) to the SR office of the E911 system, where **AT&T** is the 911 Service Provider.

3.2.2 **AT&T** 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.

AT&T will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **AT&T** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ANI record is found in the E911 DBMS, **AT&T** will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 **AT&T** shall provide and maintain sufficient dedicated E911 trunks from **AT&T**'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 **AT&T** will provide facilities to interconnect CLEC, as specified in the local state tariff. Additionally, when diverse facilities are requested by CLEC, **AT&T** will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 **AT&T** shall, in a timely fashion, provide CLEC with the E911 Tandem CLLI Information Tool via the Interconnection website for CLEC to validate 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.

3.3.4 **AT&T** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **AT&T** SR(s).

3.4 Database

3.4.1 **AT&T**'s 911 database vendor shall store CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of

CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC shall contact AT&T's 911 database vendor directly to request the electronic interface that allows CLEC to provide updates to the ALI/DMS database. CLEC or its representative(s) is responsible for electronically providing End User 911 Records to the AT&T 911 database vendor and updating this information on a daily basis. AT&T shall not be liable for the transactions between CLEC and AT&T's 911 database vendor.

3.4.2 **AT&T**AT&T's 911 database vendor shall coordinate electronic access to the **AT&T** E911 DBMS for the initial loading and updating of CLEC End User 911 Records.

3.4.3 **AT&T**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only as specified by AT&T's 911 database vendor.

3.4.4 It is CLEC's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T's 911 database vendor on a daily basis. Corrective action is described in the CLEC Users Guide to E911 for Facility Based Providers on the AT&T Interconnection website and CLEC shall conform to these standards.

3.4.5 **AT&T** shall provide CLEC with a file containing the Master Street Address Guide (MSAG) for CLEC's respective exchanges or communities. The MSAG will be provided on a monthly basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and **AT&T** is the 911 service provider.

3.4.6 **AT&T**AT&T's 911 database vendor **AT&T**shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. CLEC RESPONSIBILITIES

4.1 Call Routing

4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the **AT&T** SR office of the E911 system, where **AT&T** is the 911 Service Provider.

4.1.2 CLEC will forward the ANI information of the party calling 911 to the **AT&T** 911 Selective Router.

4.2 Facilities and Trunking

4.2.1 CLEC shall provide interconnection with each **AT&T** 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 CLEC 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 **AT&T** 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 **AT&T** CLEC 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 CLEC shall maintain transport capacity sufficient to route traffic over trunks between CLEC switch and the **AT&T** SR.

4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated **AT&T** 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **AT&T** 911 SR.

4.2.8 CLEC 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 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from **AT&T**.

4.2.10 CLEC will cooperate with **AT&T** to promptly test all 911 trunks and facilities between CLEC's network and the **AT&T** 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). **AT&T** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising **AT&T** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **AT&T** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AT&T** will refer network trouble to CLEC if no defect is found in **AT&T**'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 CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T's 911 database vendor for inclusion in the ALI/DMS database on a daily basis. **AT&T** and CLEC or its representatives shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3 CLEC shall adopt use of a Company ID on all CLEC 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 CLEC is responsible for providing **AT&T** updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the **AT&T** 911 DBMS.

4.3.5 Delete paragraph.

4.3.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 CLEC 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 CLEC 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 CLEC's POI to the designated **AT&T** 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 **AT&T**'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

6.2 **AT&T** 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 **AT&T**'s Selective Routing. **AT&T** 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 **AT&T** and CLEC. These specifications shall be documented in the CLEC Users Guide to E911 for Facility Based Providers

8. BASIS OF COMPENSATION

8.1 Rates for access to E911 Services are set forth in **AT&T**'s Interconnection Rates Exhibit 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 **AT&T**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **AT&T** shall not be liable to CLEC, 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 **AT&T** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

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

9.3 CLEC agrees to release, indemnify, defend and hold harmless **AT&T** from any and all Loss arising out of **AT&T**'s provision of E911 Service hereunder or out of

CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, 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 CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **AT&T**.

9.4 CLEC also agrees to release, indemnify, defend and hold harmless **AT&T** 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 **AT&T**.

10. MUTUALITY

10.1 CLEC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **AT&T** request such services, CLEC will provide such services to **AT&T** 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 the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

1.1 For purposes of this Appendix only **SBC-13STATE** 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 Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.1.2 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.2 **SBC-13STATE** will provide to CLEC 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 CLEC 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 **SBC-13STATE** 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 For purposes of this Agreement, "change management process" means the documented process that **SBC-13STATE** 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. **SBC-13STATE** 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, **SBC-13STATE** hereby eliminates in the **SBC-13STATE** 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 **SBC-13STATE** charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** also hereby eliminates in the **SBC-13STATE** 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 **SBC-13STATE** 's right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC 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, approved by the relevant state regulatory agency using applicable federal and state pricing requirements.

6. ADVANCED SERVICES OSS DISCOUNTS

6.1 **SBC-13STATE** will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC 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. If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix.

6.2 Unless **SBC-13STATE** 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 **SBC-13STATE**, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert at no charge to an appropriate **SBC-13STATE** 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 Indiana, CLEC shall deliver to **SBC-13STATE** and the Indiana Utility Regulatory Commission, 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 Indiana Utility Regulatory Commission.

7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

7.1 **SBC-13STATE** will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC 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 CLEC's qualification and compliance with the provisions of the FCC Merger Conditions. If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC

Merger Conditions, **SBC-13STATE** 's provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix.

7.2 Unless **SBC-13STATE** 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 **SBC-13STATE**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert at no charge to an appropriate **SBC-13STATE** 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 **SBC-13STATE** will provide CLEC promotional resale discounts on telecommunications services that **SBC-13STATE** 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 CLEC's qualification and compliance with the provisions of the FCC Merger Conditions. If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **SBC-13STATE** 's provision, if any, and CLEC'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.

8.2 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 **SBC-13STATE**, then upon expiration of any Promotional discount, the service shall automatically convert at no charge to an appropriate **SBC-13STATE** 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 **SBC-13STATE** will provide to CLEC, 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 CLEC 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 **SBC-13STATE** provides the promotional UNE platform, CLEC 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, CLEC will pay an additional charge to compensate **SBC-13STATE** 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 CLEC's order require an assembly charge prior to establishment of such charge, **SBC-13STATE** will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions. If CLEC 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, **SBC-13STATE**'s provision and CLEC'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.

9.2 Should such provisions not be contained in the Agreement without reference to this Appendix, **SBC-13STATE**'s provision and CLEC'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 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-ST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-ST offering in this Appendix changes, the Promotional UNE Platform will automatically change to the same extent.

9.3.1 **SBC-AMERITECH** 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-AMERITECH**'s TCNet.

10. LOOP CONDITIONING CHARGES

10.1 In accordance with paragraph 21 of the FCC Merger Conditions **SBC-13STATE** will provide to CLEC 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 CLEC 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. CLEC will identify to **SBC-13STATE** 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 **SBC-13STATE** technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where **SBC-13STATE** identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to a provide Advanced Services, **SBC-13STATE** will obtain CLEC'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, CLEC 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 CLEC'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 **SBC-13STATE**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC 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 CLEC or provisioned by **SBC-13STATE** after the date of such termination or order or finding. Thereafter, **SBC-13STATE** 's continued provision and CLEC'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.

15. PROMOTIONAL PAYMENT PLAN FOR UNE, RESALE AND BFR PROCESSING FEE WAIVER–OHIO AND ILLINOIS ONLY

15.1 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used

in the provision of residential services and the resale of services used in the provision of residential services.

15.2 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Ohio and Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC's qualification and compliance with the provisions of the Ameritech – Ohio and Illinois Merger Conditions.

15.3 **SBC-AMERITECH** agrees to waive, in the states of Illinois and Ohio, the Bona Fide Request ("BFR") initial processing fee associated with a BFR submitted by a CLEC for service to residential customers under the following condition: the CLEC submitting the BFR must have, for the majority of the BFR requests it has submitted to Ameritech Illinois or Ameritech Ohio, as is appropriate, during the preceding 12 months, completed the BFR process, including the payment of any amounts due. The BFR initial processing fee will be waived for a CLEC's first BFR following the Merger Closing Date and for a CLEC that has not submitted a BFR during the preceding 12 months. This BFR fee waiver will be offered for a period of 3 years following the Merger Closing Date.

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 SBC-13 STATE hereby certifies to SBC-13STATE and the Indiana Utility Regulatory Commission 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]

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APPENDIX ITR
(Interconnection Trunking Requirements)

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APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable AT&T owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 AT&T, Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 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.

1.4 This Appendix provides descriptions of the trunking requirements between CLEC and **AT&T**. All references to incoming and outgoing trunk groups are from the perspective of CLEC. 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 Transit traffic is originated by or terminated to the CLEC End User from or to other networks and not to **AT&T** End Users.

2. DEFINITIONS

2.1 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2.2 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin

2.3 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.

2.4 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2.5 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

2.6 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2.7 **AT&T Florida (AT&T)** – As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

2.8 **"Network Interconnection Methods"** (NIM) designates facilities established between the Parties Networks.

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 CLEC Tandem or End Office switch and an **AT&T** Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. CLEC will have administrative control of one-way trunk groups from CLEC to **AT&T** (CLEC originating).

3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CLEC switch and an **AT&T** Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multifrequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. **AT&T** 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 when possible and appropriate for a given trunk group. However, 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.

3.4 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 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. **SBC-13STATE** agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 **AT&T** deploys in its network Tandems that switch local only traffic (local Tandem **SBC-SWBT** only), Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition **AT&T** deploys Tandems that switch ancillary traffic such as 911 (911Tandem), 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, CLEC and **AT&T** shall route appropriate traffic (i.e. only traffic to and from End Offices that subtend that Tandem where CLEC is not using Multiple Tandem Access (MTA), as described in Appendix: NIM)) to and from the respective **AT&T** Tandems on the trunk groups defined below. **AT&T** shall route appropriate traffic to CLEC switches on the trunk groups defined below.

4.2.1 CLEC or wireless carrier CLEC shall route Transit Traffic via **AT&T's** Tandem switches, and not at or through any **AT&T** End Offices. When transit traffic through the **AT&T** Tandem from CLEC to another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, CLEC shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.

4.3 While the Parties agree that it is the responsibility of CLEC to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, **AT&T** acknowledges that such arrangements may not currently be in place and an interim arrangement will 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

CLEC and (ii) the date transit traffic volumes exchanged by the CLEC and third-party carrier exceed the volumes specified in Section 4.2.1, **AT&T** will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date of this Agreement.

4.4 Direct End Office trunks terminate traffic from a CLEC switch to an **AT&T** End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group(s), per paragraph 3.3, where technically feasible 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(s) will be alternate routed to the appropriate Tandem.

4.5 All traffic received by **AT&T** on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office 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 **AT&T** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way, per paragraph 3.3, where technically feasible.

4.6 Trunk Configuration

4.6.1 Trunk Configuration – **SBC-SWBT**, **AT&T** and **SNET**

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.

4.6.2 Trunk Configuration – **PACIFIC** and **NEVADA**

4.6.2.1 When Interconnecting at **PACIFIC/NEVADA**'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk

equipment will be used for LI trunk groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.6.2.2 When Interconnecting at **PACIFIC**'s DMS Tandem(s), 64KCCC data and voice traffic may be combined on the same B8ZFESF facilities and 2-way trunk group. 64 CCC data and voice traffic must be separate and not combined at **PACIFIC**'s 4E Tandems. A CLEC establishing new trunk groups to carry combined voice and data traffic from **PACIFIC**'s DMS Tandems may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists CLEC may transition to combined voice and data trunking as a major project, subject to rules, timelines and guidelines set forth in the CLEC handbook, which is not incorporated herein refer to the appropriate ILEC's website. In all cases, CLEC will be required to disconnect existing voice-only trunk groups as existing 64K CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which **PACIFIC** does for IXC's, CLEC's, or itself for 64K CCC trunks.

5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange various types of traffic between CLEC and **SBC-13STATE**.

5.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: **SBC-SWBT**.

5.2.1 A two-way local trunk group, per paragraph 3.3, shall be established between CLEC switch and each **SBC-SWBT** local Tandem in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 Where traffic from CLEC switch to **SBC-SWBT** End Office is sufficient, 24 or more trunks, a local trunk group shall also be established to the **SBC-SWBT** End Office as described in Sections 4.4 and 4.5.

5.2.3 A local trunk group shall be established from CLEC switch to each **SBC-SWBT** End Office in a local exchange area that has no local Tandem.

5.2.4 When **SBC-SWBT** has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group in addition to a two-way local trunk group, per paragraph 3.3, shall be established from CLEC switch to the **SBC-SWBT** Access Tandem(s).

5.2.5 When **SBC-SWBT** has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group.

5.2.6 When **SBC-SWBT** has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group to each **SBC-SWBT** Tandem.

5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA:

5.3.1 Tandem Trunking - Single Tandem LATAs.

5.3.1.1 Where **AT&T** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a Local Interconnection Trunk group(s) for calls destined to or from all End Offices that subtend the Tandem. Where technically feasible, this trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.2 Tandem Trunking – Multiple Tandem LATAs

5.3.2.1 Where **AT&T** 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 **AT&T** Tandem where CLEC has homed NPA/NXXs These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish direct End Office 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.

5.4 InterLATA (Meet Point/Transit Traffic) Trunk Group:

5.4.1 InterLATA traffic and Transit Traffic shall be transported between CLEC switch and the **AT&T** Access or combined local/Access Tandem over a "meet point" (Transit Traffic) trunk group separate from local and

IntraLATA toll traffic. The InterLATA (Meet Point/Transit Traffic) trunk group will be established for the transmission and routing of Transit Traffic and exchange access traffic between CLEC's End Users and inter exchange or third party carriers via an **AT&T** Access Tandem.

5.4.2 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/Transit Traffic" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.

5.4.3 When **AT&T** has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish an InterLATA (Meet Point/Transit Traffic) trunk group to each **AT&T** Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish an InterLATA trunk group with one Access Tandem in each state.

5.4.4 CLEC will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.

5.4.5 FOR **PACIFIC** ONLY: CLEC will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. 175— T, Section 6.7.3, Tandem Access Sectorization (TAS). CLEC is not required, however, to home codes by the sector designations. CLEC also agrees to locate at least one Local Routing Number (LRN) per home Tandem if CLEC ports any telephone numbers to its network from a community currently homing on that Tandem.

5.4.6 **AT&T**: 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.

5.4.7 **AT&T** will not block switched access customer traffic delivered to any **AT&T** Tandem for completion on CLEC's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any **AT&T** Access Tandem that CLEC switch subtends in each LATA. In no event will **AT&T** be required to route such traffic through more than one Tandem for connection to/from switched access customers. **AT&T**

shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. **AT&T** also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with **AT&T**'s Access Tandem(s).

5.4.8 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **AT&T** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: **AT&T**

5.5.1 If CLEC chooses **AT&T** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the InterLATA meet point (Transit Traffic) trunk group. This traffic will include a combination of Transit Traffic, Interexchange Carrier (IXC), 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **AT&T** Tandem Switch.

5.5.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that **AT&T** perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point/Transit Traffic Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC will determine the nature (local/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, CLEC will route the post-query local or IntraLATA converted local number to **AT&T** over the local or intra-LATA trunk group. In such case, the CLEC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, CLEC will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point (Transit Traffic) group to carriers not directly connected to its network but are connected to **AT&T**'s

Access Tandem. Calls will be routed to **AT&T** over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service (800/8YY) calls for which CLEC performs the SSP function, if delivered to **AT&T**, shall be delivered using GR-394 format over the Meet Point/Transit Traffic Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the local interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

5.6 E911 Trunk Group

5.6.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.6.2 CLEC 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 **AT&T** 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 CAMA MF trunk groups or SS7 connectivity where applicable.

5.6.3 CLEC will cooperate with **AT&T** to promptly test all 9-1-1 trunks and facilities between CLEC network and the **AT&T** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CLEC and **AT&T** may turn up test traffic on other trunk groups before completion of 911 testing. CLEC will not turn-up live traffic until successful testing is completed by both Parties.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **AT&T**

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.2 This group shall be sized as follows:

Number of Access Lines Served	*Number of Mass Calling Trunks*
0-10,0000	*2*
10,001-20,000	*3*
20,001-30,000	*4*
30,001-40,000	*5*
40,001-50,000	*6*
50,001-60,000	*7*
60,001-75,000	*8*
75,000 +	*9 maximum*

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify **AT&T** of the need to establish a oneway outgoing SS7 or MF trunk group from the **AT&T** HVCI/Mass Calling Serving Office to the CLEC customer's serving office and **AT&T** shall establish this trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, the CLEC may request a meeting to coordinate with **AT&T** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that CLEC establishes a new choke NXX, CLEC must notify **AT&T** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **AT&T** will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the **AT&T** Public Response HVCI/Mass Calling Network Access Tandem to - CLEC's choke serving office.

5.7.5 Where **AT&T** and CLEC both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If **AT&T** agrees through a separate appendix or contract to provide Inward Assistance Operator Services for CLEC, CLEC will initiate an ASR for a two-way trunk group from its designated operator services switch to all **AT&T** OPERATOR SERVICES Tandem(s) in the applicable state utilizing MF signaling. Reciprocally, **AT&T** will initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to the CLECs designated operator services switch.

5.8.2 If **AT&T** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

5.8.2.1 Directory Assistance (DA):

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **AT&T** OPERATOR SERVICES Tandem in the LATA for the NPA CLEC 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)). CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC):

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to the appropriate **AT&T** OPERATOR SERVICES Tandem within the LATA for the NPA that CLEC wishes to serve 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). CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

5.8.2.3.1 When **AT&T**'s operator is under contract to verify the busy status of CLEC End Users, **AT&T** will utilize a segregated one-way with MF signaling trunk group from **AT&T**'s Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-):

5.8.2.4.1 CLEC may contract for OA services only. A segregated trunk group for these services will be required to the appropriate **AT&T** OPERATOR SERVICES Tandem in the LATA for the NPA CLEC 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)).CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.5 Intentionally Left Blank

5.8.2.6 OS QUESTIONAIRE

5.8.2.6.1 If CLEC chooses **AT&T** to provide either OS and/or DA, then CLEC agrees to accurately complete the appropriate forms prior to submitting ASRs for OS and DA trunks.

6. FORECASTING RESPONSIBILITIES: AT&T

6.1 CLEC agrees to provide an initial non-binding forecast for establishing the initial Interconnection facilities. **AT&T** shall review this non-binding forecast
and if it has any additional information that will change the non-binding forecast shall provide this information to CLEC. Subsequent non-binding forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **AT&T** General Trunk Forecast. This non-binding 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 non-binding forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA (Meet Point/Transit Traffic) 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 or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on a non-binding 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 CLEC shall be responsible for forecasting two-way trunk groups. **AT&T** shall be responsible for forecasting and servicing the one way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to **AT&T**, unless otherwise specified in this Appendix. 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 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: AT&T

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	1%
IntraLATA	1%

Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

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

8. TRUNK SERVICING: AT&T

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups or on a one-way trunk group for that traffic that originates at CLEC and terminates at **AT&T**. Each Party shall issue ASR's for their respective originating trunk groups. In **AT&T** and **SNET** where one-way trunks are used (as discussed in section 3.3), **AT&T** and **SNET** will
issue ASRs for trunk groups for traffic that originates in **AT&T** and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 In A Blocking Situation:

8.3.1 In a blocking final situation, a TGSR will be issued by **AT&T** 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. CLEC will note "Service Affecting" on the ASR.

8.4 Underutilization:

8.4.1 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:

8.4.1.1 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 and will cooperatively work 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.

8.4.1.2 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 twenty (20) business days after receipt of the TGSR. (20 business days for **PACIFIC/NEVADA**, 10 business days for **SBC-SWBT**, **AT&T**, and **SNET**).

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

8.4.1.4 If **AT&T** does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **AT&T** will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5)business days and present adequate reason for keeping trunks operational, **AT&T** will issue an ASR to resize the Interconnection trunks and facilities.

8.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:

8.5.1 Within twenty (20) business days after receipt of the TGSR, upon reviewof and in response to the TGSR received; or (20 business days for **PACIFIC/NEVADA**, 10 business days for **SBC-SWBT**, **AT&T**, and **SNET**).

8.6 Projects require the coordination and execution of multiple orders or related activities between and among **AT&T** and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point/Transit Traffic Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements. Project orders greater than 4 DS1s will be submitted according to a schedule mutually agreed by both Parties. However, orders less than 4 DS1's may be worked as projects upon mutual agreement between the Parties.

8.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). **AT&T** 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/Transit Traffic Trunks covered by this Appendix shall be based on each of **AT&T**'s intrastate Switched Access intervals. If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, CLEC will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the service due date. If CLEC requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by CLEC. Should CLEC fail to cancel such an ASR, **AT&T** shall treat that ASR as though it had been canceled. Nothing in this paragraph, however, shall apply to delays or changes requested by CLEC, where the delay or change results from the actions of AT&T.

8.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.

8.10 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in section 6.0 using Design Blocking Objectives stated in section 7.1.

9. TRUNK DATA EXCHANGE: AT&T

9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

10. NETWORK MANAGEMENT: AT&T

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and **AT&T** will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

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

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

APPENDIX INW
(Inward Assistance Operator Services)

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APPENDIX INW
(Inward Assistance Operator Services)

1. INTRODUCTION

1.1 Inward Assistance Operator Services will be provided by AT&T in accordance with its applicable tariffs.

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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 as a result of the CLEC's purchase of Resale Services or appropriate Unbundled Network Elements from AT&T, Inc. owned Incumbent Local Exchange Carrier (ILEC).

1.2 As used herein, AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 As used herein, **SBC-13STATE** means the applicable SBC owned ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

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

1.5 As used herein, **SBC-SWBT** means the applicable SBC owned ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.6 As used herein, **PACIFIC** means the applicable SBC owned ILEC doing business in California.

1.7 As used herein, **NEVADA** means the applicable SBC owned ILEC doing business in Nevada.

1.8 As used herein, **SNET** means the applicable SBC owned ILEC doing business in Connecticut.

1.9 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

2. DEFINITIONS:

2.1 **"555"** is an **SBC-AMERITECH** 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 **"900"** is a **PACIFIC** and **NEVADA** service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the "900" prefix.

2.3 **"976"** is an AT&T/**SBC-AMERITECH**, **PACIFIC** and **NEVADA** 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 AT&T/**SBC-AMERITECH** service by which Providers offer information services for a fee to a CLEC 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 AT&T/**SBC-AMERITECH**, **PACIFIC**, and **NEVADA**. Included in AT&T/**SBC-AMERITECH** offerings are Abbreviated Dialing,, 976 services, CPP Cellular services and CPP Paging services. **PACIFIC** and **NEVADA** provide 900/976.

2.7 **"Calling Party Pays Cellular"** or **"CPP Cellular"** is an **SBC-AMERITECH** 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 **SBC-AMERITECH** 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 CLEC 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 AT&T/**SBC-AMERITECH**, **PACIFIC**, or **NEVADA** Ancillary Message Service to an End-User.

2.11 **"Uncollectibles"** are amounts billed to CLEC's End-Users, which after standard intervals and application of standard collection procedures, are determined by CLEC to be impracticable of collection and are written off as bad debt on final accounts.

2.12 "**CLEC Non-CATS Messages** are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the CLEC's End-User and the originating Party is an End-User of AT&T 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 **SBC-13STATE** and **AT&T** will receive LEC carried ABS messages being billed to CLEC End-User lines as detailed in the General Terms and Conditions of the Agreement to which this Appendix is attached. **SBC-13STATE** and **AT&T** shall forward rated messages to CLEC on the Daily Usage File (DUF).

3.2 **PACIFIC** and **NEVADA** shall provide revenue settlement for all messages supplied to CLEC on DUF; provided, however, that revenue settlement for CLEC Non-CATS Messages shall only be provided by **PACIFIC** with those LECs with whom **PACIFIC** has executed an Agreement covering the Settlement of Non-CATS Messages. Pacific shall provide CLEC with a list of all such LECs upon request.

3.3 **SBC-SWBT**, **SNET**, **SBC-AMERITECH** and **AT&T** shall bill charges to the CLEC Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a CLEC Resale or UNE port End-User account.

3.4 As a part of provisioning local service for CLEC, **SBC-13STATE** and **AT&T** will block End-User access to 900/976 numbers upon specific written request by CLEC for each separate End User line.

3.5 CLEC shall block End-User access to Ancillary Message Services upon **SBC-13STATE** and **AT&T**'s written request.

3.6 If blocking is not requested, **AT&T** shall record all Ancillary Message Service calls transported by AT&T that originate from a CLEC's End-User's telephone number. AT&T shall provide the CLEC with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where CLEC's switch generates call information, CLEC will provide **SBC-AMERITECH, AT&T**, **PACIFIC** or **NEVADA** with call information for each call on a daily basis. **SBC-AMERITECH, AT&T**, **PACIFIC** or **NEVADA** will rate the call with each Provider's requested rates and return a formatted record to the CLEC.

CLEC shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

4. COLLECTION SERVICES

4.1 CLEC shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. CLEC warrants that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than CLEC 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. CLEC 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 CLEC 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. SETTLEMENT ARRANGEMENT AND PAYMENT—PACIFIC AND NEVADA

6.1 For messages billed to CLEC End-Users that **PACIFIC** or **NEVADA** forward to CLEC as set forth in Section 3 above, **PACIFIC** or **NEVADA** shall calculate the amount due based on the following formula:

Rated Value of 900/976 Messages (if applicable)
\+ Rated Value of CLEC CATS and Non-CATS Messages
\- Rejected/Unbillable/Uncollectible Messages
\- CLEC Billing Charge
\+ **PACIFIC** or **NEVADA** Settlement Charge

= Amount Due **PACIFIC** or **NEVADA**

6.1.1 As used in Subsection 6.1 above the following terms are defined as set forth below:

6.1.1.1 Rated Value of CLEC CATS Messages and Non-CATS Messages means the total computed charges for CLEC CATS and Non-CATS Messages based on the schedule of rates for the LEC which carried

the call. Settlement of Non-CATS Messages is contingent on the conditions set forth in Section 3.2 hereof being satisfied.

6.1.1.2 Rejected Messages means the rated value of CLEC CATS Messages and Non-CATS Messages that failed to pass the edits within CLEC's system and were returned to **PACIFIC** or **NEVADA** via the daily feed within 10 days of originally being received from **PACIFIC** or **NEVADA**.

6.1.1.3 Unbillable Messages means the rated value of CLEC CATS Messages and Non-CATS Messages that were not billable to a CLEC End-User because of missing information in the billing record or other billing error, not the result of an error by CLEC, that are returned to **PACIFIC** or **NEVADA** via the daily feed within 30 days of originally being received from **PACIFIC** or **NEVADA.**

6.1.1.4 Uncollectible Messages means the rated value of CLEC CATS Messages and Non-CATS Messages billed by CLEC to subscribers that are unpaid, have been debited to final write-off by CLEC and have been returned to **PACIFIC** or **NEVADA** via the daily feed within 20 days of final write-off.

6.1.1.5 CLEC Billing Charge means the CLEC per message billing rate, as set forth in Appendix Pricing under CLEC Billing Rate, times the number of CLEC CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to CLEC.

6.1.1.6 **PACIFIC** or **NEVADA** Settlement Charge means the **PACIFIC** or **NEVADA** per message settlement charge, set forth in Appendix Pricing, times the number of CLEC CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to CLEC. Only CLEC CATS and Non-CATS Messages for which the Transporting LEC is other than **PACIFIC** or **NEVADA** shall be included in the calculation of the **PACIFIC** or **NEVADA** Settlement Charge.

6.2 Within 30 business days following the end of each calendar month, **PACIFIC** or **NEVADA** shall provide CLEC with:

6.2.1 The Non-CMDS Outcollects Report that calculates the Amount Due **PACIFIC** or **NEVADA** as set forth in Section 6.1 and

6.2.2 An Invoice setting forth the Amount Due **PACIFIC** or **NEVADA**.

6.3 The CLEC shall have 22 calendar days from receipt of the Invoice to pay the Amount Due ("Invoice Due Date"). Any payment received by **PACIFIC** or

NEVADA after the Invoice Due Date shall be subject to a Late Payment Charge as detailed in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

6.4 Disputes over any billed amount shall be handled as set forth in Section 10 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

6.5 That portion of the Amount Due **PACIFIC** or **NEVADA**, calculated as set forth in Section 6.1 attributable to LECs for which **PACIFIC** or **NEVADA** is the CMDS Host or LECs with whom **PACIFIC** or **NEVADA** has an Agreement covering the Settlement of Non-CATS messages shall be settled between **PACIFIC** or **NEVADA** and the LECs as set forth in the Appendix **PACIFIC** or **NEVADA** shall provide CLEC with an updated list in writing of all LECs with which **PACIFIC** or **NEVADA** has such Agreements.

6.6 To the extent, but only to the extent, necessary to accurately bill, record, report, and Invoice as required by this Appendix, the Parties grant each other a limited exception to the prohibitions set forth in Section 20 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7. SETTLEMENT ARRANGEMENT AND PAYMENT – AT&T

7.1 Intentionally Left Blank

7.2 The amount due to **SBC-AMERITECH/AT&T** under this Appendix shall be the total of all billable charges submitted to CLEC under this Appendix, less:

7.2.1 All charges due CLEC 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 CLEC End-Users.

7.3 CLEC shall provide **SBC-AMERITECH** 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 **SBC-AMERITECH** on or before the fifth Business Day of every month. Payment of the amount owed to **SBC-AMERITECH** by CLEC as calculated in Section 7.2 hereof is due and shall be paid to **SBC-AMERITECH** 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 CLEC 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 **SBC-AMERITECH/AT&T** within sixty (60) calendar days from the date of the message.

7.5 Uncollectibles

7.5.1 CLEC may recourse to **SBC-AMERITECH** an actual uncollectible amount from an End-User's account, provided that notice of the recourse of the uncollectible amount is given by CLEC to **SBC-AMERITECH** 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 CLEC. CLEC 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 CLEC.

7.6.2 Taxes on Ancillary Message Services. CLEC 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 **SBC-AMERITECH** or **AT&T** of those taxes. **SBC-AMERITECH or AT&T** shall notify CLEC of this information and pursuant to this Agreement CLEC shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to **SBC-AMERITECH** or **AT&T**. CLEC shall identify the amount of taxes and type of taxes, by Provider. **SBC-AMERITECH** or **AT&T** 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 the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual

appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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APPENDIX MICROWAVE

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for microwave interconnection provided by the applicable AT&T Inc. owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 AT&T Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee; 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, **AT&T** means the applicable above listed ILEC doing business in Florida.

1.4 The prices at which **AT&T** agrees to provide CLEC with microwave interconnection are contained in the Collocation Rates Exhibit and/or the applicable Commissioned ordered tariff where stated.

2. DESCRIPTION

2.1 Where space permits, **AT&T** will permit the use of CLEC-provided and CLEC-owned microwave entrance facility equipment as the means by which CLEC network connects to a physical or virtual collocation arrangement provided by **AT&T**. Use of such microwave equipment is available for the purpose of interconnection to **AT&T**'s network or access to **AT&T** unbundled network elements as may be described in this Appendix or tariff(s) pursuant to which the collocation arrangement is provided.

3. METHOD OF PROVISIONING

3.1 Where space exists and when technically feasible, the following method for providing space for CLEC-owned and CLEC-provided microwave equipment will be made available to CLEC. **AT&T** is responsible for design and construction for infrastructure associated with the provision of space for CLEC to place microwave equipment, approved by **AT&T**, inside the **AT&T** Premises at CLEC's cost.

3.2 In each instance where microwave interconnection or access to UNEs is requested, a separate Joint Implementation Agreement (JIA) specifying requirements for each request will be developed and executed by CLEC and **AT&T**. The JIA will provide for specifics relating to, but not limited to, the responsibilities of **AT&T** and CLEC for the specific microwave interconnection request, as well as any specific requirements needed by either Party as result of CLEC's election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below. The JIA shall be mutually agreed upon by both Parties.

3.3 CLEC is responsible for acquiring the FCC license for the designated spectrum. When the CLEC-designated microwave equipment is placed in an **AT&T**-provided virtual collocation arrangement, CLEC will provide a copy of the license to **AT&T** and **AT&T** will post the CLEC-provided copy in an appropriate location. The microwave entrance facility and associated antenna(e) shall meet all of the requirements of Bellcore Network Equipment Building System (NEBS) Level 1 Generic Equipment Requirements (TR-NWT-000063), Electromagnetic, Compatability and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), FCC OET Bulletin 65 dated 08/97, OSHA, as well as all reasonable and necessary **AT&T** safety standards.

3.4 **AT&T** Tower/Structure

3.4.1 Where space is available and where technically feasible, **AT&T** will provide CLEC with antenna mounting space on the **AT&T** microwave tower or structure associated with the eligible structure where CLEC's physical or virtual collocation arrangement is located. A monthly recurring charge will apply for use of this mounting space. Recurring charges will be determined on an individual case basis.

3.4.1.1 CLEC is responsible for all construction required for the mounting of microwave antenna(e) on the **AT&T** Tower/Structure. CLEC is responsible for the installation, maintenance, repair and removal of all CLEC-provided and CLEC-owned microwave equipment. CLEC is responsible for the removal of its equipment within 60 days of termination of use of the microwave entrance facility. At CLEC's cost, CLEC will restore AT&T's property to its original condition, limited to any damage or other condition due to CLEC's presence/use, alteration and/or the removal of any equipment. If CLEC does not perform the removal

and restoration by the end of 60 days, AT&T may remove the equipment and restore the property at CLEC's expense on a time and materials basis.

3.4.1.2 CLEC is responsible for securing its equipment located on the AT&T property. CLEC proposal and designs for such security must meet with AT&T's approval.

3.4.1.3 Where AT&T has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC designated radio equipment will be located in the AT&T equipment line-up. AT&T will allow virtual collocation of CLEC equipment associated with its microwave entrance facility pursuant to the Pricing appendix or tariffs governing the state in which the arrangement is located. All costs for training AT&T employees to install, maintain and repair the equipment will be at CLEC's cost. AT&T and CLEC will mutually agree to the number of employees to be trained on a premises-by-premises basis.

3.4.1.4 CLEC is responsible for obtaining all necessary Federal, State and Local permits and licenses required for the use of microwave equipment as outlined in 5.1.

4. EQUIPMENT

4.1 CLEC is responsible for providing a list of all microwave equipment to be provided to AT&T for the initial installation with the application to use microwave as the transmission media to connect to a physical or virtual collocation arrangement. Requests for subsequent microwave equipment installation must be provided by CLEC in the same manner as all subsequent requests for equipment to be placed in collocation arrangements.

4.2 AT&T is not responsible for lost equipment unless caused by its negligence or intentional acts or omissions.

4.3 It is CLEC's responsibility to determine line-of-sight based upon the mutually agreed location of the microwave antenna.

5. PERMITS AND LICENSES

5.1 CLEC is responsible for all necessary licenses, construction and building permits including required FCC authorizations and any zoning approvals. All permits and approvals must be provided to AT&T prior to the installation of any microwave equipment on the AT&T premises roof. If AT&T's assistance is required to obtain the necessary licenses and permits, AT&T will take all necessary and reasonable actions to assist and CLEC agrees to pay all AT&T's expenses on an ICB/NSCR as required.

6. CLEC LIABILITY

6.1 CLEC will be responsible for any and all damages resulting from any harm to, or outage occurring in, AT&T's or other collocator's network, which is proximately caused by the installation, operation, or maintenance of CLEC's equipment, including any type of defect, or due to the actions or inaction, willful, or negligent, of CLEC's employees, vendors, or contractors, including but not limited to consequential, specific, or general damages, costs of defense, including attorneys' fees, whether in-house or outside counsel, and any other costs incurred by AT&T as a direct or indirect result of the actions of CLEC related to this agreement.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder,shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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 AT&T, Inc. owned Incumbent Local Exchange Carrier (ILEC) and CLEC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective 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 AT&T, Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 **SBC-13 STATE** - As used herein, **SBC-13 STATE** means the above listed ILECs doing business in Missouri, Kansas, Arkansas, Oklahoma, Texas, California, Connecticut, Nevada, Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.4 **SBC-SWBT** - As used herein, **SBC-SWBT** means the above listed ILEC doing business in Missouri, Kansas, Arkansas, Oklahoma, and Texas.

1.5 **PACIFIC** - As used herein, **PACIFIC** means the above listed ILEC doing business in California.

1.6 **NEVADA** - As used herein, **NEVADA** means the above listed ILEC doing business in Nevada.

1.7 **SNET** - As used herein, **SNET** means the above listed ILEC doing business in Connecticut.

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

1.9 **AT&T Florida (AT&T)** – As used herein, AT&T Florida (AT&T) means the above listed ILEC doing business in Florida.

1.10 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; 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 (in **SBC-SWBT**) and each LATA (in **SNET, PACIFIC**, **NEVADA**, **AT&T**). One or more of these methods may be used to effect the Interconnection in each LATA where CLEC provides Local Exchange Services.

1.10.1 Trunking requirements associated with Interconnection (including local exchange and LATA trunking requirements) are contained in Appendix ITR.

1.10.2 Interconnection associated with Unbundled Network Elements (UNEs) is contained in Appendix UNE. For **SNET** Interconnection associated with Unbundled Network Elements is offered from the Connecticut Access Tariff.

1.11 **AT&T** shall provide Interconnection for CLEC'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 **AT&T** provides itself, a subsidiary, an affiliate, or any other party to which **AT&T** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.12 The Parties shall effect an Interconnection that is efficient, fair and equitable.

2. PHYSICAL ARCHITECTURE

2.1 **AT&T**'s network is partly comprised of End Office Switches, Tandem Switches that serve local only traffic (**SBC-SWBT**), Tandem Switches that serve IntraLATA and InterLATA traffic, and Tandem Switches that serve a combination of local, IntraLATA and InterLATA traffic. **AT&T**'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, **SBC-SWBT** requires Interconnection in each local exchange area, while **AT&T** requires Interconnection at a minimum of one (1) access Tandem in a LATA. CLEC and **AT&T** agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and **AT&T** End Office(s) and/or Tandem Switch(es). The physical architecture plan will, at a minimum, include the location of CLEC's switch (es) and **AT&T**'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 and 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, 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 (LATA) where **AT&T** operates as an incumbent LEC and CLEC has a switch and End Users in that area.

2.5 Either Party, must provide thirty (30) days written notice prior to making any changes to the physical architecture plan.

2.6 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group and Transit Traffic trunk group can be established from the CLEC switch to at least one (1) , AT&T Access Tandem in the LATA. To the extent CLEC desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which CLEC has established interconnection trunk groups, CLEC shall pay the appropriate rates for Multiple Tandem Access, as described in this Appendix.

2.6.1 Notwithstanding the forgoing, CLEC shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where CLEC has homed (i.e., assigned) its NPA/NXXs. CLEC shall home its NPA/NXXs

on the AT&T Tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. CLEC shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG

2.6.2 Where CLEC does not choose access tandem interconnection at every AT&T Access Tandem within a LATA, CLEC must utilize AT&T's Multiple Tandem Access (MTA) interconnection. To utilize MTA CLEC must establish an interconnection trunk group(s) at a minimum of one (1) AT&T Access Tandem within each LATA as required. AT&T will route CLEC's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. CLEC must also establish an interconnection trunk group(s) at all AT&T Access Tandems where CLEC NXXs are homed as described in Section 2.6 above. If CLEC does not have NXXs homed at any particular AT&T Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T Access Tandem, CLEC can order MTA in each AT&T Access Tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate CLEC's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those AT&T Access Tandems where CLEC does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines.

2.6.3 CLEC may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or terminated to CLEC will be delivered to and from IXCs based on CLEC's NXX access tandem homing arrangement as specified by CLEC in the LERG.

2.6.4 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in the Interconnection Rates Exhibit and shall be billed in addition to any Call Transport and Termination charges.

2.6.5 To the extent CLEC does not purchase MTA in a LATA served by multiple Access Tandems, CLEC must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent CLEC routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, CLEC shall pay AT&T the associated MTA charges.

2.7 CLEC is solely responsible for the facilities that carry OS/DA, 911 or mass calling.

2.8 If CLEC has established Collocation in an **AT&T** End Office, direct End Office trunks to that End Office shall be provisioned over CLEC Collocation facility. If

CLEC has not established Collocation in an **AT&T** End Office, **AT&T** shall provision the facilities for the direct End Office trunks from the POI to the **AT&T** End Office.

2.9 Technical Interfaces

2.9.1 The Interconnection facilities provided by each Party shall be formatted as mutually agreed to by the Parties using the B8ZS with Extended Superframe format framing where technically feasible or Alternative Mark Inversion (AMI) line code with 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, **AT&T** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end at no cost.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

3.1.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to an **AT&T** Tandem or End Office and wishes to place their own transport terminating equipment at that location, CLEC 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 CLEC provides their own facilities or uses the facilities of a 3rd party to an **AT&T** Tandem or End Office and wishes for **AT&T** to place transport terminating equipment at that location on CLEC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation or applicable tariff. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC 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 **AT&T** and CLEC can occur at any mutually agreeable, economically and technically feasible point between

CLEC's premises and an **AT&T** Tandem or End Office within each local exchange (**SBC-SWBT**) or LATA (**AT&T**, **SNET**, **PACIFIC**, and **NEVADA**).

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 system in a ring software configuration.

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 will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties 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 option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

3.4.4.1 Design One: CLEC's fiber cable (four fibers) and **AT&T**'s fiber cable (four fibers) are connected at an economically and technically feasible point between the CLEC and **AT&T** 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: CLEC will provide fiber cable to the last entrance (or **AT&T** designated) manhole at the **AT&T** Tandem or End Office Switch. **AT&T** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Optical Fire Resistant (OFR) cable for **AT&T** to pull the fiber cable through the **AT&T** cable vault and terminate on the **AT&T** fiber distribution frame (FDF) in **AT&T**'s office. CLEC shall deliver and maintain

such strands wholly at its own expense up to the POI. **AT&T** shall take the fiber from the manhole and terminate it inside **AT&T**'s office on the FDF at **AT&T**'s expense. In this case the POI shall be at the **AT&T** designated manhole location.

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

3.4.4.4 Design Four: Both CLEC and **AT&T** each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. **AT&T** will provide the fibers associated with the "working" side of the system. CLEC will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint SONET system in a ring software configuration. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the **AT&T** location.

3.4.5 CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from **AT&T**. This location is CLEC's responsibility to provision and maintain.

3.4.6 The **AT&T** location includes all **AT&T** FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is **AT&T**'s responsibility to provision and maintain.

3.4.7 **AT&T** and CLEC 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 CLEC and **AT&T** 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 meet quality standards as mutually agreed to by CLEC and **AT&T**.

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 CLEC determines to offer local Interconnection within an **AT&T** area, CLEC shall provide written notice to **AT&T** of the need to establish Interconnection in each local exchange area (**SBC-SWBT**) or LATA (**PACIFIC**, **NEVADA**, **SNET**, and **AT&T**). Such request shall include (i) CLEC's Switch address, type of Switch and CLLI code; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.

4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to 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.

4.3 If CLEC deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional **AT&T** Central Offices, CLEC shall provide written notice to **AT&T**, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If **AT&T** 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 CLEC Central Offices in such local exchange/LATA, **AT&T** shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

4.4 CLEC and **AT&T** shall work cooperatively to install and maintain a reliable network. CLEC and **AT&T** 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 CLEC and **AT&T** will review engineering requirements on a semi-annual basis and establish non-binding forecasts for facilities utilization provided under this Appendix.

4.6 CLEC and **AT&T** shall:

4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

4.6.2 Notify each other when there is any change affecting the service requested, including the due date.

4.6.3 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 non-binding 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 non-binding forecast process, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.

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, they will be turned down where appropriate based on mutual consent of the Parties. Trunk

design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

5.3.3 If based on the forecasted equivalent DS-1 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 a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, 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, the next larger system or an appropriately sized system will be deployed. If the forecast does not justify a move to the next larger system, another appropriately sized system could be placed. This criteria assumes both Parties have adequate fibers for either scenario. 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 joint planning process/negotiations should be completed within two months of the initiation of such discussion.

6. LEASING OF FACILITIES

6.1 The purpose of this section is to cover both CLEC's and **SBC-SWBT**, **PACIFIC** and **NEVADA** leasing of facilities from each other for purposes of Interconnection. **AT&T** offers leased facilities from the applicable Access Tariff, subject to the factor process as described in Appendix: Reciprocal Compensation.

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 any 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 as well as inform requesting party if the BFR is not the correct process for the Request, and in such acknowledgement advise requesting Party of any further information needed to process the Request.

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 which 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 the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

APPENDIX NUMBER PORTABILITY

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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 AT&T, Inc. owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 As used herein, **SBC-13STATE** means an ILEC 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 an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.6 As used herein, **SBC-8STATE** means an ILEC 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, **PACIFIC** means an ILEC doing business in California.

1.11 As used herein, **NEVADA** means an ILEC doing business in Nevada.

1.12 As used herein, **SNET** means an ILEC doing business in Connecticut.

1.13 The prices at which AT&T/**SBC-13STATE** agrees to provide CLEC with Numbering Portability are contained in the applicable FCC tariff.

1.14 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

2. INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY]

2.1 Due to all **AT&T, NEVADA, PACIFIC, SBC-AMERITECH** and **SNET** switches being LNP capable, this Section does not apply.

2.2 General Terms and Conditions

2.2.1 **SBC-SWBT** and CLEC will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or **SBC-SWBT**. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.

2.3 Service Provided

2.3.1 **SBC-SWBT** shall provide INP to CLEC only, as described herein.

2.3.2 **SBC-SWBT** shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. **SBC-SWBT** does not offer INP services and facilities for NXX codes 555, 976, 950.

2.3.3 **SBC-SWBT** shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by **SBC-SWBT** to the End User, unless full payment is made, or an agreement is reached where CLEC agrees to make full payment on the End User's behalf, including any termination amounts due.

2.3.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, **SBC-SWBT** shall make INP service available only from, or to host central offices.

2.4 Obligations of SBC-**SWBT**

2.4.1 **SBC-SWBT**'s sole responsibility is to comply with the service requests it receives from CLEC and to provide INP in accordance with this Appendix.

2.5 Obligations of CLECs

2.5.1 CLEC shall coordinate the provision of service with **SBC-SWBT** to assure that CLEC's switch is capable of accepting INP ported traffic.

2.5.2 CLEC is solely responsible to provide equipment and facilities that are compatible with **SBC-SWBT**'s service parameters, interfaces, equipment and facilities. CLEC shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of **SBC-SWBT** or any of its End Users. In the event that **SBC-SWBT** determines in its sole judgment that CLEC will likely impair or is impairing, or interfering with any equipment, facility or service of **SBC-SWBT** or any of its End Users, **SBC-SWBT** may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or **SBC-SWBT**'s tariffs, where applicable.

2.5.3 CLEC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which CLEC is not presently providing exchange service or terminating to an End User.

2.5.4 Where CLEC chooses to disconnect or terminate any INP service, CLEC shall designate which standard **SBC-SWBT** intercept announcement **SBC-SWBT** shall provide for disconnected number.

2.5.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and referral equivalent to that which is provided by **SBC-SWBT** to its own End User subscribers has elapsed, the ported telephone number will be released back to **SBC-SWBT**.

2.5.5.1 Formerly ported telephone numbers which revert to **SBC-SWBT** as described above shall be reassigned or provided with a standard

SBC-SWBT intercept announcement in accordance with **SBC-SWBT**'s standard operating procedures then in effect.

2.5.6 CLEC shall designate to **SBC-SWBT** at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to CLEC assigned telephone numbers:

2.5.6.1 CLEC may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.

2.5.6.2 For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

2.6 Limitations Of Service

2.6.1 **SBC-SWBT** is not responsible for adverse effects on any service, facility or equipment from the use of INP service.

2.6.2 End-to-end transmission characteristics cannot be specified by **SBC-SWBT** for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.

2.7 Service Descriptions

2.7.1 INP-Remote

2.7.1.1 INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to **SBC-SWBT**, is automatically forwarded to CLEC-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by CLEC at the same wire center wherein the ported number resides.

2.7.1.2 INP-Remote provides an initial call path and two (2) additional paths for the forwarding of no more than three (3) simultaneous calls to CLEC's specified forwarded-to number. Additional call paths are available on a per path basis.

2.7.1.3 The CLEC-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation,

End User toll billing and intercompany settlement and access billing, i.e., an incoming call to the **SBC-SWBT** ported number shall be handled like any other **SBC-SWBT** call being terminated to that end office and the ported call to CLEC assigned telephone number in CLEC switch shall be handled as any local calls between **SBC-SWBT** and CLEC.

2.7.1.4 Where facilities exist, **SBC-SWBT** will provide identification of the originating telephone number, via SS7 signaling, to CLEC,

2.7.2 INP-Direct

2.7.2.1 INP-Direct is a service which provides for the delivery of the called (dialed) number to CLEC's switching (central office or premises) equipment for identification and subsequent routing and call completion.

2.7.2.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

2.7.2.2.1 Where the location of CLEC's switching equipment to which **SBC-SWBT** is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, CLEC shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

2.7.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per **SBC-SWBT** switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

2.7.2.4 SS7 Signaling is not available on the INP-Direct facilities.

2.8 Intercompany Terminating Compensation

2.8.1 With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party $1.75 per month for each business line and $1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply

will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.9 Pricing

2.9.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.

2.9.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

3. PERMANENT NUMBER PORTABILITY (PNP)

3.1 General Terms and Conditions

3.1.1 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.

3.1.2 Other than as specifically set out elsewhere in this agreement, **SNET** does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

3.2 Service Provided

3.2.1 **AT&T** provides CLECs the use of the **AT&T** PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **AT&T**'s PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 **AT&T** will provide CLEC the use of the **AT&T** PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall:

3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

3.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 Obligations of **AT&T and SBC-12STATE**

3.3.1 **AT&T/PACIFIC/NEVADA/SBC-AMERITECH** has deployed LRN in all of their switches.

3.3.2 **SBC-SWBT** has deployed LRN in the following MSAs per the timelines set forth by the FCC:

MSA	DEPLOYMENT WAS COMPLETED BY
Houston	May 26, 1998
Dallas, St. Louis	June 26, 1998
Ft. Worth, Kansas City	July 27, 1998
Oklahoma City, Austin, San Antonio, West Memphis,	September 30, 1998
Tulsa, El Paso, Wichita, Little Rock	December 31, 1998

3.3.3 After December 31, 1998, **SBC-SWBT** will deploy LRN in other MSAs/areas within six (6) months after receipt of Bona Fide Request (BFR) from the CLEC (see EXHIBIT 1).

3.3.4 **AT&T and SBC-12STATE** may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 Obligations of CLEC

3.4.1 When purchasing the SPNP Database Query, CLEC will access **AT&T and SBC-12STATE** s facilities via an SS7 link: **AT&T/SBC-AMERITECH** - Section 8 of FCC No. 2 Access Service Tariff/**NEVADA** – Section 6 of FCC No. 1 Access Services tariff/**PACIFIC** – Section 6 of FCC No. 128 Access Service tariff/ **SBC-SWBT**- Section 23 and 32 of FCC No. 73 Access Service Tariff) to the **AT&T/SBC-12STATE** STP.

3.4.2 When purchasing the SPNP Query - Prearranged, CLEC will advise **PACIFIC/NEVADA/SBC-SWBT** of the entry point(s) of queries to the **PACIFIC/NEVADA/SBC-SWBT** network and provide a query forecast for each entry point.

3.4.3 The CLEC 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.

3.4.4 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a **SBC-SWBT** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

3.4.5 When CLEC requests that an NXX in an LRN capable **AT&T/SBC-12STATE** switch become portable, CLEC shall follow the industry standard LERG procedure.

3.4.6 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

3.4.7 CLEC shall adhere to **AT&T/SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.

3.4.8 CLEC shall adhere to **AT&T**'s reserved number terms and conditions pursuant to Appendix Numbering.

3.5 Obligations of Both Parties

3.5.1 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.

3.5.2 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.

3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

3.5.5 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.

3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

3.5.7 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.

3.6 Limitations of Service

3.6.1 Telephone numbers can be ported only within **PACIFIC/NEVADA/SBC-SWBT** toll rate centers / **SBC-AMERITECH/AT&T** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

3.6.2 Telephone numbers in the following **AT&T/SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) **AT&T/SBC-12STATE** Official Communications Services (OCS) NXXs.

3.6.3 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 5 of this Appendix.

3.7 Service Descriptions

3.7.1 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.

3.7.2 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.

3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

3.7.4 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.

3.7.5 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.

3.7.6 If CLEC chooses not to fulfill its N-1 carrier responsibility, **AT&T/SBC-12STATE** 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.

3.7.7 The CLEC shall be responsible for payment of charges to **AT&T/SBC-12STATE** 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.

3.7.8 The CLEC 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.

3.8 Pricing

3.8.1 The price of PNP queries shall be the same as those in

AT&T/SBC-AMERITECH - Section 6 of the FCC No. 2 Access Services Tariff

NEVADA BELL - Section 19 of the FCC No. 1 Access Services Tariff

PACIFIC BELL – Section 13 of the FCC No. 128 Access Services Tariff

SBC-SWBT – Section 34 of the FCC No. 73 Access Services Tariff

3.8.2 CLEC agrees not to charge **AT&T/SBC-12STATE**, nor any SBC Affiliate, SBC Subsidiary, or **AT&T/SBC-12STATE** End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CLEC to recover the costs associated with LNP.

4. INP TO PNP TRANSITION

4.1 **AT&T/PACIFIC/NEVADA/SBC-AMERITECH** has deployed LRN in all of their switches.

4.2 **SBC-SWBT** has deployed LRN in the switches requested as result of the State Commission's poll of CLECs to name the switches in which they wanted LRN deployed.

4.3 CLECs shall issue LSRs to change their 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.

4.4 New requests for INP will not be provided in an **AT&T/SBC-12STATE** switch once LRN has been deployed in that switch.

4.5 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.

5. MASS CALLING CODES

5.1 General Terms and Conditions

5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **AT&T/SBC-12STATE** 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.

5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **AT&T and SBC-12STATE** will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

5.2.1 **AT&T and SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **AT&T/SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **AT&T/SBC-12STATE** mass calling tandem and/or **AT&T/SBC-AMERITECH** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **AT&T/SBC-12STATE** 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.

5.2.2 When a CLEC requests that an **AT&T/SBC-12STATE** number with a mass calling NXX code be ported to its network, **AT&T/SBC-12STATE** will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

5.3 Obligations of **AT&T and SBC-12STATE**

5.3.1 **AT&T and SBC-12STATE** will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the **AT&T/SBC-12STATE** 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.

5.3.2 **AT&T and SBC-12STATE** will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, **AT&T and SBC-12STATE** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

5.4 Obligations of CLEC

5.4.1 CLEC shall agree to adhere to **AT&T and SBC-12STATE** LSR format and mass calling due date intervals.

5.4.2 The CLEC shall provide the facility and DID trunk group from the **AT&T/SBC-12STATE** CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

5.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 CLEC Mass Calling Codes

5.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on an **AT&T/SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **AT&T/SBC-12STATE**'s tandem and/or **AT&T/SBC-AMERITECH** mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **AT&T/SBC-12STATE** 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.

5.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **AT&T/SBC-12STATE** and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

5.6.1 CLEC shall adhere to **AT&T's and SBC-12STATE**'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.

6. PROVISION OF INP AND PNP BY CLEC TO SBC-SWBT

6.1 CLEC shall provide INP and PNP to **SBC-SWBT** under no less favorable terms and conditions as when **SBC-SWBT** provides such services to CLEC.

7. PROVISION OF PNP BY CLEC TO AT&T/ PACIFIC/NEVADA/SBC-AMERITECH

7.1 CLEC shall provide PNP to **AT&T/ PACIFIC/NEVADA/SBC-AMERITECH** under no less favorable terms and conditions as when **AT&T/PACIFIC/NEVADA/SBC-AMERITECH** provide such services to CLEC.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

EXHIBIT 1

[This Attachment is applicable to SBC-SWBT only.]
PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country
and
- additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-SWBT** is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase,end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its **SBC-SWBT** Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.
- An initial response from the **SBC-SWBT** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP)
Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI[1]	Rate Center Name[2]	Rate Center VC/HC[2]	NPA-NXX(s)[3]
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date[4]: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP)
Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team
(Continued)

Notes: [1] List each switch targeted for LNP by its specific CLLI code.

[2] Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

[3] Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

[4] As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	*Modified Effective Date*	Ineligible NPA-NXXs
_____(CLLI 1)	_____		_____	_____
_____(CLLI 2)	_____		_____	_____
_____(CLLI 3)	_____		_____	_____
_____(CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____(CLLI 1): _____

_____(CLLI 2): _____

_____(CLLI 3): _____

Authorized company representative signature/title:

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APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the 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 and Bellsouth Telecommunications, Inc. d/b/a AT&T Florida will coordinate with respect to NXX assignments.

1.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin..

1.3 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

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 CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each **AT&T** 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 CLEC and **AT&T** 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 Business Integrated Routing and Rating Database System (BIRRDS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End 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 the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

APPENDIX OS
(OPERATOR SERVICES)

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APPENDIX OS
(OPERATOR SERVICES)

1. INTRODUCTION

1.1 Operator Services will be provided by AT&T in accordance with its applicable tariffs.

APPENDIX OSS-RESALE & UNE
(OPERATIONS SUPPORT SYSTEMS)

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1.1 AT&T shall provide to CLEC nondiscriminatory access to its OSS and the necessary information contained therein in order that CLEC can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide CLEC with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at AT&T's Interconnection Web site. AT&T shall ensure that its OSS are designed to accommodate requests for both current and projected demands of CLEC and other CLECs in the aggregate.

1.2 **AT&T Florida (AT&T)** – As used herein, AT&T Florida (AT&T) means the AT&T, Inc. ILEC doing business in Florida.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 AT&T shall provide to CLEC nondiscriminatory access to its OSS and the necessary information contained therein in order that CLEC can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of CLEC to obtain the technical capability to access and utilize AT&T's OSS interfaces. Specifications for CLEC's access and use of AT&T's electronic interfaces are set forth at AT&T's Interconnection Web site.

2.1.1 CLEC agrees to comply with the provisions of the OSS Interconnection Volume Guidelines as set forth at AT&T's Interconnection Web site.

2.2 Pre-Ordering

2.2.1 AT&T will provide electronic access to its OSS and the information contained therein in order that CLEC can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at AT&T's Interconnection Web site. The process by which

the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.

2.2.2 AT&T shall provide to CLEC electronic access to customer service record information in accordance with the applicable performance intervals referenced in Appendix Performance Measurements. If electronic access is not available, AT&T shall provide to CLEC such information within twenty-four (24) hours. CLEC shall provide to AT&T access to customer record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, CLEC shall provide to AT&T paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide to AT&T such customer service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

2.2.3 The Parties agree not to view, copy, or otherwise obtain access to the other Party's customer record information about any of the other Party's customers without that customer's permission. CLEC will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. AT&T reserves the right to audit CLEC's access to customer record information. If AT&T has reason to believe, through its audit or by any other means, that CLEC is accessing customer record information without having obtained the proper customer authorization, AT&T upon reasonable notice to CLEC may take corrective action, including but not limited to suspending or terminating CLEC's access to AT&T's pre-ordering and ordering OSS, and the provisioning of pending and existing services.

2.3 Ordering

2.3.1 AT&T will make available to CLEC electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of AT&T's electronic interfaces are set forth at AT&T's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.

2.3.2 CLEC shall place orders for services by submitting a LSR to AT&T. AT&T shall bill CLEC an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. AT&T shall bill CLEC a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g., mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its PON.

2.3.2.1 CLEC may submit an LSR to request that a customer's service be temporarily suspended, denied, or restored. Alternatively, CLEC may submit a list of such customers if CLEC provides a separate PON for each location on the list. AT&T will bill an electronic or manual service order charge for each location.

2.3.2.2 AT&T will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.3.2.3 Notwithstanding the foregoing, AT&T will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

2.3.2.4 AT&T shall return a Firm Order Confirmation (FOC) or LSR clarification in accordance with the applicable performance intervals referenced in Attachment 9. CLEC shall provide to AT&T a FOC within twenty-four (24) hours of the receipt from AT&T of a complete and accurate LSR, exclusive of Saturdays, Sundays and holidays. CLEC shall provide to AT&T an LSR clarification within twenty-four (24) hours of the receipt from AT&T of an incomplete and inaccurate LSR, exclusive of Saturdays, Sundays and holidays.

2.4 Provisioning

2.4.1 AT&T shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside AT&T's regular working hours, or the work so requested requires AT&T's technicians or project managers to work outside of regular working hours, overtime charges set forth in AT&T's intrastate Access Services Tariff, Section E13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a AT&T technician or project manager during his or her scheduled shift and AT&T does not incur any overtime charges in performing the work on

behalf of CLEC, AT&T will not assess CLEC additional charges beyond the rates and charges specified in this Agreement.

2.4.2 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC No. 1 Tariff, Section 13.3.1.

2.4.3 Cancellation Charges. If CLEC cancels an LSR for network elements or resold services subsequent to AT&T's generation of a service order, any costs incurred by AT&T in conjunction with provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's Interconnection Web site. In addition, AT&T reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) business days to a Missed Appointment order notification.

2.4.3.1 Notwithstanding the foregoing, if CLEC places an LSR based upon AT&T's loop makeup information, and such information is inaccurate resulting in the inability of AT&T to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where CLEC places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if AT&T cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, CLEC may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should CLEC elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

2.4.4 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by CLEC, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the AT&T Product and Services Interval Guide. The charges are as set forth in the UNE Rates Exhibit A.

2.4.5 Order Modification Charges. If CLEC modifies an order after being sent a FOC from AT&T, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by CLEC in accordance with UNE Rates Exhibit A.

2.5 Maintenance and Repair

2.5.1 AT&T will make available to CLEC electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of AT&T's maintenance and repair electronic interfaces are set forth at AT&T's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. AT&T and CLEC agree to adhere to AT&T's Operational Understanding. The Operational Understanding may be accessed via AT&T's Interconnection Web site.

2.5.2 If CLEC reports a trouble on a AT&T Network Element and no trouble is found in AT&T's network, AT&T will charge CLEC a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the working status. AT&T will assess the Maintenance of Service rates as set forth in AT&T's FCC No. 1 Tariff, Section 13.3.1.

2.5.2.1 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Maintenance of Service rates as set forth in AT&T's FCC No. 1 Tariff, Section 13.3.1.

2.5.3 If CLEC reports a trouble on a resold service and no trouble is found in AT&T's network, AT&T will charge CLEC a Trouble Determination Charge or a Trouble Location Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the working status. AT&T will assess the Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff.

2.5.3.1 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CLEC for each additional dispatch required

to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff.

2.6 Billing. AT&T will provide CLEC nondiscriminatory access to billing information.

2.7 Change Management. The Parties agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The Parties agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to AT&T's electronic interfaces, AT&T's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to CLEC at AT&T's Interconnection Web site.

2.8 Rates. Unless otherwise specified herein, charges for the use of AT&T's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement.

2.9 The Commissions in some states have ordered per element manual additive nonrecurring charges for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive nonrecurring charges will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A of Attachment 2.

3. MISCELLANEOUS

3.1 Pending Orders. To the extent that CLEC submits an LSR with incomplete, incorrect or conflicting information, AT&T will return the LSR to CLEC for clarification. CLEC shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If CLEC does not submit a supplement LSR within thirty (30) days, AT&T will cancel the original LSR and CLEC shall be required to submit a new LSR, with a new PON.

3.2 Single Point of Contact. CLEC will be the single point of contact with AT&T for ordering activity for network elements and other services used by CLEC to provide services to its customers, except that AT&T may accept a request directly from another CLEC, or AT&T, acting with authorization of the affected customer. CLEC and AT&T shall each execute a blanket LOA with respect to customer

requests so that prior proof of customer authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, AT&T may disconnect any network element being used by CLEC to provide service to that customer and may reuse such network elements or facilities to enable such other carrier to provide service to the customer. AT&T will notify CLEC that such a request has been processed but will not be required to notify CLEC in advance of such processing.

3.2.1 Neither Party shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2.2 Use of Facilities. When a customer of CLEC elects to discontinue service and to transfer service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to CLEC, regardless whether those facilities are provided as Network Elements or as part of a resold service, and regardless of whether the end user served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T will notify CLEC that such a request has been processed after the disconnect order has been completed.

3.3 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week. AT&T will close trouble tickets after making a reasonable effort to contact CLEC for authorization to close a ticket. AT&T will place trouble tickets in delayed maintenance status after making a reasonable effort to contact CLEC to request additional information or to request authorization for additional work deemed necessary by AT&T.

3.4 Subscription Functions. In cases where AT&T performs subscription functions for an IXC (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), AT&T will in all possible instances provide the affected IXCs with the OCN of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.

3.4.1 When CLEC's customer, served by resale or loop and port combinations, changes its PIC or LPIC, and per AT&T's FCC or state tariff the interexchange carrier elects to charge the customer the PIC or LPIC change charge, AT&T will bill the PIC or LPIC change charge to CLEC,

which has the billing relationship with that customer, and CLEC may pass such charge to the customer.

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 rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between AT&T 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 INTENTIONALLY LEFT BLANK

1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities.

1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.

2. DEFINITIONS AND ILEC DESIGNATIONS

2.1 **AT&T, Inc**. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.3 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2.5 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2.6 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.

2.7 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.

2.8 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.

2.9 **SWBT-AR**-As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas

2.10 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.

2.11 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2.12 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

2.13 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2.14 **AT&T Florida (AT&T)** – As used herein, **AT&T Florida (AT&T)** means the applicable above listed ILEC doing business in Florida.

2.15 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the The Telcordia® LERG™ Routing Guide (LERG).

2.16 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch

2.17 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between CLEC and AT&T 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, 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 ILEC Local Exchange Area as defined by the AT&T Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring AT&T Local Exchange Areas, or within an AT&T 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 the Interconnection Rates Exhibit. 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 necessary 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 Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

3.10 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.

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 throughout entire route of the call, 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.

5. OPTIONAL CALLING AREA TRAFFIC -- SWBT-OK, KS, AR, TX

5.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

5.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and **SWBT-OK, SWBT-KS, SWBT-AR**, and **SWBT-TX** are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.

5.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

6 MCA TRAFFIC -- SBC-MO

6.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan

pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

6.2 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

6.3 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).

6.4 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

6.5 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT.

7. TRANSIT TRAFFIC COMPENSATION

7.1 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 ((Tandem Intermediary Charge (TIC)) applies to all juridictionally local Transit Traffic MOUs between a Party and third party networks that transits an **AT&T** network, in addition to the applicable rate elements for Tandem Switching and Common Transport. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element (TIC) is only applicable when calls do not originate with (or terminate to) the transit Party's End User. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for **SWBT-MO**. The rate that **AT&T** shall charge for transiting CLEC Transit Traffic

that is jurisdictionally local, based on the endpoints of the call, is outlined in the Interconnection Rates Exhibit and is applied in addition to the applicable rate elements for Tandem Switching, Multiple Tandem Access and Common Transport Rates for Transit Traffic that is not jurisdictionally local, based on the endpoints of the call, shall be the applicable charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.

7.2 While the Parties agree that it is the responsibility of CLEC to negotiate direct interconnection arrangements with each third party carrier (ILECs or other CLECs) with which it is exchanging substantial transit traffic, AT&T acknowledges that such arrangements may not currently be in place, and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the date on which CLEC has entered into an arrangement with third-party carrier to exchange transit traffic to CLEC AT&T will provide CLEC with transit service. If transit traffic volumes exchanged by CLEC and a third-party carrier (in each case, in the aggregate) at any time exceed the CCS busy hour equivalent of one (1) DS-1 (500 CCS) CLEC will, within thirty (30) days, request to enter into agreements with third-party carriers to connect directly.

7.2.1 In the event CLEC originates traffic that transits AT&T's network to reach a third party Telecommunications Carrier with whom CLEC does not have a traffic Interexchange agreement, then CLEC will indemnify AT&T against any and all charges levied by such third party Telecommunications Carrier related to such traffic. The terminating party and AT&T will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor AT&T will be required to function as a billing intermediary, e.g. clearinghouse. In the event AT&T is billed terminating charges related to such traffic by a third party Telecommunications Carrier, AT&T will use commercially reasonable efforts not to pay those charges.

7.3 The CLEC shall not bill AT&T for terminating any Transit traffic, whether identified or unidentified, i.e. whether AT&T is sent CPN or is not sent CPN by the originating company.

7.4 **SBC-WI only –** 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 until the terminating carrier is able to document its costs for terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

7.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

8 OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX

8.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a **SBC-SWBT** one-way or two-way optional exchange and the other End User is within the **SWBT-KS**, **SWBT-AR**, and/or **SWBT-TX** local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to third party Independent LEC that shares a common mandatory local calling area with all **SWBT-MO, SWBT-KS, SWBT-AR**, and **SWBT-TX** exchanges included in a specific metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.

9. INTRALATA 800 TRAFFIC

9.1 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 when the Parties do not have all detailed recordings for billing. The Parties agree that AT&T will bill from its recordings. AT&T will pass the information to CLEC in Exchange Message Interface (EMI) format. The passing of data to CLEC will be 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.

9.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party,. CLEC will pay AT&T the database query charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or AT&T's FCC No. 1 Tariff. Billing shall be based on originating and terminating NPA/NXX.

10. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

10.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

10.2 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.

10.3 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, CLEC is the Initial Billing Company (IBC) and **AT&T** is the Subsequent Billing Company.

10.4 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.

10.5 As detailed in the most current 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 when the Parties do not have all detailed recordings for billing the IXC The Parties agree that AT&T will bill IXCs for originating and terminating access charges from its recordings. AT&T will pass the information 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 passing of records to accommodate MPB will be on a no charge basis.

10.6 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 AT&T performs 800 database queries, AT&T will charge the end office provider for the database query in accordance with standard industry practices.

10.7 In **SBC-13STATE** only, 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.

10.8 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. In **SBC-13STATE** only, 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. **SBC-13STATE** acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, **SBC-13STATE** will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

10.9 **AT&T** and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

10.10 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.

11. INTRALATA TOLL TRAFFIC COMPENSATION

11.1 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 an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in the ILEC'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.

12. BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT

12.1 In **SBC-SWBT** other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:

12.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement

Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.

12.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.

12.4 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 for that same month's usage.

12.5 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.

12.6 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

12.7 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.

12.8 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with **AT&T**, **AT&T** 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.

13. BILLING FOR MUTUAL COMPENSATION – AT&T

13.1 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.

13.2 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

13.3 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

13.4 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at AT&T's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to CLEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with

PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

13.5 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 PLF and/or PLU is adjusted based upon the audit results, the adjusted factor(s) 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 a factor 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.

14. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

14.1 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 rates, 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 AT&T's option to invoke on a date specified by AT&T 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.

14.2 AT&T 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 AT&T designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by AT&T, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.

14.3 AT&T and CLEC agree to carry out the FCC terminating compensation plan on the date designated by AT&T 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.

14.4 Should a regulatory agency, court or legislature change or nullify AT&T'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 ILEC, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

14.5 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.

14.6 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 AT&T, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

14.7 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.

14.8 The parties agree to that the foregoing rates, 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.

14.9 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.

15. ADDITIONAL TERMS AND CONDITIONS

15.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

LOCAL INTERCONNECTION - Florida													Interconnection Rates Exhibit			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	ISP-BOUND TRAFFIC															
	ISP-bound, per MOU					0.0007										
	END OFFICE SWITCHING															
	End Office Switching Function, per MOU					0.0008912										
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0006019										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0006019										
	Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.73	8.19								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.73	8.19								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000035										
	Common Transport - Facilities Termination Per MOU					0.0004372										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	19.66	265.84	46.97	37.63	4.00						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	20.45	266.54	47.67	44.22	5.33						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19bk	199.28bk	118.64bk	40.34bk	39.07bk						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76bk	10.07bk	7.08bk								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05										
	CCS7 Signaling Usage, Per TCAP Message					0.0000607										

LOCAL INTERCONNECTION - Florida														Interconnection Rates Exhibit			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.93	43.57	43.57	18.31	18.31						
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.93	43.57	43.57	18.31	18.31						
		CCS7 Signaling Usage, Per ISUP Message					0.0000152										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD											
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.93	43.57	43.57	18.31	18.31						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31						

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 AT&T Inc. owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin..

1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

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

1.5 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.6 As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.

1.7 As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.

1.8 As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.

1.9 As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.

1.10 As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.

1.11 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.

1.12 As used herein, **AM-IN** means the applicable above listed ILEC doing business in Indiana.

1.13 As used herein, **AM-IL** means the applicable above listed ILEC doing business in Illinois.

1.14 As used herein, **AM-OH** means the applicable above listed ILEC doing business in Ohio.

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

1.16 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

1.17 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

1.18 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

1.19 The prices at which AT&T agrees to provide CLEC with Resale Services are contained in the applicable Resale Rate Exhibit and/or the applicable Commission ordered tariff where stated.

1.20 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

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 the Resale Rate Exhibit or applicable Commission ordered tariff. Except as otherwise expressed herein, consistent with **AT&T**'s obligation under Section 251(c)(4)(A) of the Act and in accordance with state laws, rules, regulations, and state Commission orders allowing any applicable limitation on Resale, CLEC may resell other Telecommunications Services offered at retail by **AT&T** at the discount set forth in the Resale Rate Exhibit.

2.1.1 This section applies only to **SWBT-KS**:

2.1.1.1 CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll.

2.2 **AT&T** and **SBC-13STATE** will offer products and services to CLEC for resale pursuant to applicable law and relevant decisions of the appropriate Commission.

2.3 Telecommunications Services will be offered by **AT&T** and **SBC-13STATE** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

2.4 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **AT&T** or **SBC-13STATE** provides the service, either at retail or through resale.

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 **AT&T** or **SBC-13STATE** to **AT&T's** or **SBC-13STATE**'s End Users through tariff(s), the rules and regulations associated with **AT&T's** or **SBC-13STATE**'s retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply to the extent such tariff restrictions are not inconsistent with CLEC's obligation under 251(b)(1) of the Act. Use limitations shall be in parity with services offered by **AT&T** and **SBC-13STATE** to its End Users.

*3.2 CLEC may resell Centrex and Centrex-like services in accordance with state and federal laws, rules, regulations and commission orders; provided however, CLEC shall in all circumstances conform CLEC's service offerings to applicable state and federal laws, rules, regulations and Commission orders.

3.3 **AT&T** and SBC-13STATE will offer aggregation for the purpose of resale volume discounts where it is not inconsistent with arbitration or orders, which impact CLECs on a general basis such as State rulemaking proceedings.

3.3.1 This section applies only to **SWBT-TX**:

* This Section 3.2 is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements Between McLeodUSA Telecommunications Services, Inc. and Wisconsin Bell Telephone Company d/b/a Ameritech Wisconsin, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, **SWBT-TX** will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.

3.4 CLEC shall not resell residential class of service to End Users who are not eligible to purchase residential class of service.

3.4.1 CLEC may only resell "special needs services," pursuant to requirements established by the appropriate state regulatory body or state specific tariff, 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. To the extent CLECCLEC resells services that require certification on the part of the End User, CLECCLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission. Further, AT&T and CLEC do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs.

3.4.1.1 [Paragraph deleted in its entirety.]

3.4.1.2 [Paragraph deleted in its entirety.]

3.4.1.3 [Paragraph deleted in its entirety.]

3.4.2 This section applies only to **AT&T**, **SBC-SWBT**, **SBC-OH**, **SBC-WI**, **SBC-MI**, and **SBC-IN**.

3.4.2.1 CLEC may only resell low income assistance services, e.g., LifeLine and Link-Up services, pursuant to requirements established by the appropriate state regulatory body or state specific tariff, to persons who are eligible for each such service. To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission. Further, AT&T and CLEC do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs.

3.4.2.2 [Paragraph deleted in its entirety.]

3.4.2.3 [Paragraph deleted in its entirety.]

3.4.2.4 [Paragraph deleted in its entirety.]

3.4.3 This section applies only to **PACIFIC**, **SNET**, **NEVADA**, and **AM-IL**:

3.4.3.1 **PACIFIC**, **SNET**, **NEVADA**, and **AM-IL** LifeLine and Link-Up services are not available for resale.

3.4.3.2 [Paragraph deleted in its entirety.]

3.4.3.3 [Paragraph deleted in its entirety.]

3.4.3.3.1 [Paragraph deleted in its entirety.]

3.4.3.4 [Paragraph deleted in its entirety.]

3.4.4 [Paragraph deleted in its entirety.]

3.4.4.1 [Paragraph deleted in its entirety.]

3.4.4.2 [Paragraph deleted in its entirety.]

3.4.4.3 [Paragraph deleted in its entirety.]

3.4.4.4 [Paragraph deleted in its entirety.]

3.4.4.5 [Paragraph deleted in its entirety.]

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in the Resale Rate Exhibit in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to **NEVADA** and **SWBT-MO**:

3.5.2.1 **NEVADA** and **SWBT-MO** promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.3 This section applies only to **AT&T**, **PACIFIC**, **SBC-AMERITECH**, **SNET**, **SWBT-AR** and **SWBT-OK**:

3.5.3.1 **AT&T**, **PACIFIC**, **SBC-AMERITECH**, **SNET**, **SWBT-AR** and **SWBT-OK** promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.4 This section applies only to **SWBT-KS**:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount (21.6%, 19.5%, 30.5% or 19.0%) will be applied to those promotions of ninety-one (91) days or more.

3.5.5 This section applies only to **SWBT-TX**:

3.5.5.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 **AT&T** will offer resale for any Telecommunication services provided at retail to subscribers who are not Telecommunication carriers.

3.7 CLEC 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 CLEC 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 **AT&T** and **SBC-13STATE** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 **AT&T** and **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **AT&T** and **SBC-13STATE** as the incumbent local exchange carrier.

3.11 A Service Ordering Charge is the charge for receiving, recording and processing information necessary to execute an end user's request for service. Service Ordering Charges at which AT&T agrees to provide CLEC are contained in the applicable Resale Rate Exhibit and/or the applicable Commission ordered tariff where stated.

3.11.1 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in the Resale Rate Exhibit and/or applicable Commission ordered tariff where stated.

3.11.2 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in the Resale Rate Exhibit and/or applicable Commission ordered tariff where stated. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

3.11.3 When CLEC 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 any other applicable charges. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in the Resale Rate Exhibit and/or applicable Commission ordered tariff

3.11.4 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 **AT&T's** or **SBC-13STATE**'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.

3.11.5 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **AT&T's** or **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.

3.11.6 As used herein, "secondary service order charge" is the record change charge for a customer(s) existing service from **AT&T** to a Competitive Local Exchange Carrier (CLEC) service per the applicable state tariff. This service must remain at the same service location. If a customer requests to add or

delete features, the standard tariff charges and conditions associated with the features apply in addition to the Secondary Service Order Charge. The Secondary Service Order Charge is applied per service order.

3.11.7 The applicable rate elements (not rates) for the service order charges and non-recurring charges referenced in sections 3.11.1, 3.11.3 and 3.11.4 are set forth in **AT&T**'s tariff.

3.12 If CLEC is in violation of any provision of this Appendix, **AT&T** or **SBC-13STATE** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **AT&T** or **SBC-13STATE** in writing that the violation has been corrected. Should CLEC dispute the stated violation, CLEC must notify AT&T and SBC-13STATE in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T and SBC-13STATE and comply with Sections 8.4 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC 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 **AT&T/SBC-13STATE**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company which provide any telecommunications services as defined in the Act, if any.

3.14 This section applies only to **SWBT-KS, SWBT-MO** and **SWBT-TX**:

3.14.1 CLEC may convert current retail **SWBT-KS, SWBT-MO** and **SWBT-TX** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Kansas, Missouri or Texas, provided, however, if the Customer Service Record (CSR) for the End User does not reflect the existence of a CSP Contract, then AT&T and SBC-13STATE agrees to release End User and not assess term liability, unless the contract was entered into less than fifteen (15) days prior to CLEC pulling the CSR.

3.14.2 **SWBT-KS, SWBT-MO** and **SWBT-TX** and any other reseller of **SWBT-KS, SWBT-MO** or **SWBT-TX** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Kansas or Texas.

3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and **SWBT-KS**, **SWBT-MO** or **SWBT-TX** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.

3.14.4 Responsibilities of CLEC in connection with CSP Contract Conversions:

3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SWBT-KS**, **SWBT-MO** or **SWBT-TX** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas for customer specific pricing plan contracts and at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas for tariffed volume and term contracts. CLEC may assume **SWBT-MO** CSP and ICB contracts and tariffed volume and term contracts, but receives no wholesale discount.

3.14.4.2 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to **SWBT-KS**, **SWBT-MO** or **SWBT-TX** or any other local service provider reselling **SWBT-KS**, **SWBT-MO** or **SWBT-TX** local service.

3.14.4.3 If another reseller of **SWBT-KS**, **SWBT-MO** or **SWBT-TX** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contact and termination liability with the other reseller. CLEC agrees that **SWBT-KS**, **SWBT-MO** or **SBC-TX** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **SWBT-KS**, **SWBT-MO** or **SWBT-TX** in connection with any conversion by another reseller of **SWBT-KS**, **SWBT-MO** or **SWBT-TX** local service of any CLEC End User(s) that has an existing CSP contract.

3.14.5 Responsibilities of **SWBT-KS**, **SWBT-MO** and **SWBT-TX** in connection with CSP Contract Conversions

3.14.5.1 **SWBT-KS**, **SWBT-MO** or **SWBT-TX** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.

3.14.5.2 **SWBT-KS, SWBT-MO** or **SWBT-TX** will assume in writing the balance of the terms, including volume, term and termination

liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **SWBT-KS**, **SWBT-MO** or **SWBT-TX**.

3.15 This section applies only to **AT&T** and **SBC-AMERITECH**:

3.15.1 **AT&T** and **SBC-AMERITECH** retail contracts, including ICB contracts, may be assumed. Retail contracts for grandfathered and/or sunsetted services may be assumed for the same limited group of existing customers with the same terms and conditions.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 **AM-IL** retail and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.2 **AM-MI** retail and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.

3.15.2.3 **AM-OH**, and **AM-WI** and **AT&T** retail and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15.2.4 **AM-IN** retail and Individual Case Basis (ICB) contracts that are assumed will receive a wholesale discount of 3.39%.

3.15.2.5 If CLEC elects to terminate an **AT&T** / **SBC-AMERITECH** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 Where available, **AT&T** will afford CLEC's End Users the ability to make 911 calls. AT&T 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 on behalf of CLEC. When requested by AT&T, CLEC shall provide **AT&T** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **AT&T** for purposes of E911 administration.

4.1.1 Should any CLEC 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 [Paragraph deleted in its entirety.]

4.3 Additional Listing services, as set forth in the applicable AT&T tariff, may be purchased by CLEC for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 CLEC hereby releases **AT&T** and **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **AT&T** and **SBC-13STATE** under this Appendix, and/or CLEC'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. However, in the event **AT&T** and **SBC-13STATE** compensate their own End Users for directory listing errors, **AT&T** and **SBC-13STATE** shall compensate CLEC on a comparable basis for directory listing errors.

4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **AT&T** and **SBC-13STATE** and **AT&T's** and **SBC-13STATE**'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 by CLEC in providing CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **AT&T** and **SBC-13STATE**, and/or against **AT&T/SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, **AT&T/SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **AT&T/SBC-13STATE** for reasonable attorney's fees and other expenses

incurred by **AT&T/SBC-13STATE** in handling and defending such demand, claim and/or suit.

4.4.3 [Paragraph deleted in its entirety.]

4.5 Each CLEC end user will receive one copy per primary End User listing of **AT&T's/SBC-13STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **AT&T's/SBC-13STATE's** End Users.

4.5.1 If CLEC's End User already has a current **AT&T /SBC-13STATE** local White Pages directory, **AT&T/SBC-13STATE** 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 CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **AT&T** and **SBC-13STATE** End Users, **AT&T** and **SBC-13STATE** shall provide CLEC's End Users access to **AT&T** and **SBC-13STATE** Directory Assistance services. CLEC shall pay **AT&T** and **SBC-13STATE** the charges attributable to Directory Assistance services utilized by CLEC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in the applicable AT&T tariff.

4.7 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC 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, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **AT&T** and **SBC-13STATE** include Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.

4.8 At its request, CLEC may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than **SBC-8STATE** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.

4.9 Except where expressly stated the terms and conditions for including CLEC End User listings in **AT&T/SBC-AMERITECH** White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product

offering available through a non-regulated subsidiary of **SBC-AMERITECH/AT&T.**

4.10 Subject to any blocking that may be ordered by CLEC for its End Users', **AT&T** and **SBC-13STATE** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in the Resale Rate Exhibit.

4.11 **AT&T** and **SBC-13STATE** shall also offer CLEC the opportunity to customize route its End Users' DA/OS calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay **AT&T** and **SBC-13STATE** appropriate charges associated with customized routing on an ICB basis.

4.12 Payphone Services

4.12.1 CLEC 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 CLEC by means of reselling **AT&T's** and **SBC-13STATE**'s services offered pursuant to the appropriate payphone section(s) of **AT&T's** and **SBC-13STATE**'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 **AT&T** and **SBC-13STATE** to compensate PSP customers of CLECs that resell **AT&T**'s services for certain calls originated from pay telephones and received by **AT&T** and **SBC-13STATE** 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 **AT&T** and **SBC-13STATE** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.

4.12.3 **AT&T** and **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC **AT&T** and **SBC-13STATE** will pay Payphone Compensation to CLEC only for:

4.12.3.1 IntraLATA subscriber 800 calls for which **AT&T** and **SBC-13STATE** provide the 800 service to the subscriber and carries the call; and

4.12.3.2 IntraLATA calls placed using **AT&T's** and **SBC-13STATE**'s prepaid calling card platform and carried by **AT&T** and **SBC-13STATE**.

4.12.4 **AT&T** and **SBC-13STATE** will not pay any Payphone Compensation for non-sent paid calls.

4.12.5 **AT&T** and **SBC-13STATE** will pay CLEC the Payphone Compensation due to CLEC'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 **AT&T** and **SBC-13STATE** deem it necessary to investigate a call or calls for possible fraud.

4.12.6 **AT&T** and **SBC-13STATE** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **AT&T** and **SBC-13STATE** will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **AT&T** and **SBC-13STATE** on the bill, unless there has been a credit balance for the previous three (3) months.

4.12.7 Nothing in this Appendix entitles CLEC to receive or obligates **AT&T** and **SBC-13STATE** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

4.12.8 CLEC represents and warrants that the only **AT&T** and **SBC-13STATE** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **AT&T** and **SBC-13STATE** offer pursuant to the appropriate payphone section(s) of **AT&T's** and **SBC-13STATE**'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, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC 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 **AT&T/SBC-13STATE** pay any Payphone Compensation to CLEC 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 CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **AT&T/SBC-13STATE**.

4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **AT&T** and **SBC-13STATE** and **AT&T's** and **SBC-13STATE**'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 CLEC's failure to comply with all the terms and conditions of this Appendix; or

4.12.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

4.12.10.3 False representation by CLEC.

4.13 Suspension of Service

4.13.1 CLEC 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 **AT&T** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **AT&T** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained on the AT&T Interconnection website.

4.13.2.1 CLEC 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 CLEC 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, CLEC 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 CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC 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, CLEC shall not, without **AT&T's** and **SBC-13STATE**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **AT&T** and **SBC-13STATE**or their Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **AT&T** and **SBC-13STATE** in the provision of Telecommunications Services to CLEC's customers.

5.2 Branding Requirements

5.2.1 Where technically feasible and/or available, **AT&T** and **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC'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 **AT&T/SBC-13STATE** provide CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since **AT&T/SBC-13STATE**'s DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS.

5.2.3 CLEC agrees and warrants that it will provide to **AT&T** and **SBC-13STATE** a name to be used for branding covered by this Appendix that matches the name in which CLEC is certified to provide local Telecommunications Services by the applicable state Commission.

5.3 Call Branding

5.3.1 **AT&T** and **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

5.3.1.1 **SBC-SWBT** and **SNET** - CLEC will provide written specifications of its company name to be used by **SBC-SWBT** or **SNET** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the OSQ.

5.3.1.2 **PACIFIC/NEVADA** - CLEC will provide recorded announcement(s) of its company name to be used to brand CLEC's OS/DA calls in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

5.3.1.3 **AT&T** and **SBC-AMERITECH** – CLEC will provide written specifications of its company name to be used by **AT&T** and **SBC-AMERITECH** to brand CLEC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

5.4 Branding Load Charges:

5.4.1 **AT&T**, **SBC-SWBT** and **SBC-Ameritech** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC 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 OS/DA call handled by **AT&T**, **SBC-SWBT** and **SBC-Ameritech** on behalf of CLEC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Resale Rate Exhibit.

5.4.2 **PACIFIC/NEVADA/SNET** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to branding announcement. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

6. OS/DA RATE/REFERENCE INFORMATION

6.1 Intentionally Left Blank

6.2 Intentionally Left Blank

6.3 Intentionally Left Blank

6.4 When an **AT&T** or **SBC-13STATE** Operator receives a rate request from a CLEC End User, where technically feasible and available, **AT&T** or **SBC-13STATE** will quote the applicable OS/DA rates as provided by the CLEC.

6.4.1 **AT&T**, **PACIFIC/NEVADA/SBC-AMERITECH** – In the interim, when an Operator receives a rate request from a CLEC End User, **AT&T**, **PACIFIC/NEVADA/SBC-AMERITECH** will transfer the CLEC End User to a customer care number specified by the CLEC on the OSQ. When **AT&T**, **PACIFIC/NEVADA/SBC-AMERITECH** has the capability to quote specific CLEC rates and reference information, the Parties agree that the transfer option will be eliminated.

7. RESPONSIBILITIES OF AT&T and SBC-13STATE

7.1 **AT&T** and **SBC-13STATE** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **AT&T** and **SBC-13STATE** shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with **AT&T** and **SBC-13STATE**-provided interfaces, as outlined in Appendix OSS.

7.2 **AT&T** and **SBC-13STATE** shall implement CLEC service orders in accordance with industry standards and state requirements. At a minimum, **AT&T** and **SBC-13STATE** shall implement CLEC service orders within the same time intervals **AT&T** and **SBC-13STATE** use to implement service orders for similar services for its own End Users.

7.2.1 Methods and procedures for ordering are outlined on the AT&T Interconnection website. All Parties agree to abide by the procedures contained therein. **AT&T** agrees to maintain the provisions on the AT&T Interconnection website with applicable laws, rules, regulations and orders. In the event the changes in procedures will negatively impact CLEC's service to End Users, the Parties will cooperatively work to implement the change.

7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **AT&T** and **SBC-13STATE** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **AT&T/SBC-13STATE** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **AT&T's** and **SBC-13STATE**'s network facilities, including those on End User premises.

7.3.1 Methods and procedures for trouble reporting are outlined on the AT&T Interconnection website. All Parties agree to abide by the procedures contained therein. **AT&T** agrees to maintain the provisions on the AT&T Interconnection website consistent with applicable laws, rules, regulations and orders. In the event the changes in procedures will negatively impact CLEC's service to End Users, the Parties will cooperatively work to implement the change.

7.4 **AT&T** will timely provide CLEC with detailed billing information necessary for CLEC to issue monthly bill(s) to its End User(s). CLEC 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 CLEC elect to subscribe to the DUF, CLEC agrees to pay **AT&T** the charges specified in the Resale Rate Exhibit.

7.5 **AT&T** and **SBC-13STATE** shall make Telecommunications Services that **AT&T** and **SBC-13STATE** provide at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **AT&T** and **SBC-13STATE** will notify CLEC of any changes in the terms and conditions under which **AT&T** and **SBC-13STATE** offer Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, at least sixty (60) calendar days prior to the expected effective date of such change unless such notice is not feasible because of state specific or FCC requirements.

7.5.1 **AT&T** and **SBC-13STATE** currently make 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 CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.

7.6 CLEC's End User's activation of Call Trace shall be handled by the **AT&T** and **SBC-13STATE** operations centers responsible for handling such requests. **AT&T** and **SBC-13STATE** shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

7.6.1 CLEC 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 CLEC'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, CLEC shall indemnify **AT&T** and **SBC-13STATE** against any Claim that insufficient information led to inadequate prosecution.

7.6.2 **AT&T** and **SBC-13STATE** 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.

7.7 This section applies only to **PACIFIC**:

7.7.1 Cooperation on Fraud

7.7.1.1 Traffic Alert Referral Service

7.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order **PACIFIC**'s TARS. In providing TARS to CLEC, **PACIFIC** notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that **PACIFIC** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide **PACIFIC** with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **PACIFIC** grants to CLEC a non-exclusive right to use the information provided by **PACIFIC**. LEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay **PACIFIC** a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."

7.7.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. **PACIFIC** takes no responsibility, will not investigate, and will make no adjustments to CLEC's account(s) in cases of fraud or any other related End User dispute.

7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **PACIFIC** shall not be liable for any damages to CLEC or to any other person or entity for **PACIFIC**'s actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold **PACIFIC** harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC's use of **PACIFIC**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **PACIFIC** or its employees

7.8 This section applies only to **PACIFIC**:

7.8.1 **PACIFIC** will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, **PACIFIC** will provide a recorded announcement of the CLEC name and number and **PACIFIC** will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to **PACIFIC** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "Other (RESALE)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **AT&T** and **SBC-13STATE** 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 **AT&T/SBC-13STATE** or CLEC 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 **AT&T** and **SBC-13STATE** 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. CLEC shall make any such authorization it has obtained available to **AT&T** and **SBC-13STATE** upon request and at no charge.

8.2.2.1 The following applies to **AM-MI** only:

The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.

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, **AT&T** and **SBC-13STATE** 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.

8.5 Should **AT&T** receive an order from CLEC for services under this Appendix, and **AT&T** is currently providing the same services to another local service provider for the same End User, CLEC agrees that **AT&T** may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC 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 CLECs or from **AT&T**.

8.5.1 If **AT&T/SBC-13STATE** receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local

Disconnect Report ("LDR"), covered in Section 8.5.2, then **AT&T/SBC-13STATE** shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC 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 CLECs or from **AT&T/SBC-13STATE**.

8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. Prior to subscription, at CLEC's request, the current WTN pricing and applicable transmission charges will be provided to CLEC. **AT&T/SBC-13STATE** 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 CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay **AT&T/SBC-13STATE** for the LDR per WTN plus any applicable transmission charges for the LDR. **AT&T/SBC-13STATE** grant to CLEC a non-exclusive right to use the LDR information provided by **AT&T/SBC-13STATE**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

8.6 CLEC 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 CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by **AT&T** and **SBC-13STATE** directly to End Users

8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **AT&T** and **SBC-13STATE** for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by **AT&T** and **SBC-13STATE**.

8.7 **AT&T** and **SBC-13STATE** 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 CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by **AT&T** and **SBC-13STATE** directly to End Users

8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

8.8 If CLEC 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 CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC 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. CLEC 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 CLEC shall be responsible for modifying and connecting any of its systems with **AT&T** and **SBC-13STATE**-provided interfaces as described in this Appendix and Appendix OSS.

8.10 CLEC shall be responsible for providing to its End Users and to **AT&T** and **SBC-13STATE** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.

8.10.1 In the event that CLEC's End Users contact **AT&T/SBC-13STATE** with regard to repair requests, **AT&T/SBC-13STATE** shall inform such End Users to call CLEC and may provide CLEC's contact number.

8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC 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, CLEC 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 In good faith, CLEC will provide non-binding forecasts to **AT&T/SBC-13STATE** every January and July using the **AT&T/SBC-13STATE** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC 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 the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to

services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

RESALE DISCOUNTS & RATES - Florida													Resale Rates Exhibit			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					21.83										
	Business %					16.81										
	CSAs %					16.81										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000071										
	ODUF: Message Processing, per message					0.002146										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.080698										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	12.71	12.71						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

APPENDIX SS7

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APPENDIX SS7
APPENDIX FOR THE PROVISION OF SS7 SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable AT&T, Inc. owned Incumbent Local Exchange Carrier (ILEC) doing business in Florida and CLEC. CCS/SS7 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.

1.2 AT&T, Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 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 the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.

1.7 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

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

1.9 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.

1.10 As used herein, **AT&T Florida (AT&T)** means the applicable above listed ILECs doing business in Florida.

2. SERVICE DESCRIPTION

2.1 **SNET** does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between **SNET** and CLEC will be on an individual case basis (ICB) due to the individual architectures of both CLEC and **SNET** signaling networks and unique requirements of the individual parties.

2.2 SS7 Transport

2.2.1 SS7 as defined in this Appendix above, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the **SBC-12STATE/AT&T** below outlines the requirements by for interLATA signaling.

2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an **SBC-7STATE** pair of STPs (i.e., a mated pair) to another **SBC-7STATE** pair of STPs. In the **SBC-AMERITECH**, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a **SBC-AMERITECH** pair of designated Gateway STPs (i.e., a mated pair) to another **SBC-AMERITECH** pair of STPs within the same state only. The screening of messages provides for CLEC designation of signaling points associated with CLEC and controls which messages may be allowed by the **SBC-12STATE/AT&T** STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of **AT&T**'s STP.

2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to **AT&T**'s signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the **AT&T** STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are at **SBC-7STATE**'s STP, an **SBC-7STATE** serving wire center or are collocated in a **SBC-12STATE/AT&T** wire center. In **AT&T** the SPOI is always collocated in the **AT&T** STP serving office. This means of collocation is required in **AT&T** for access to the **AT&T** STP. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the **SBC-12STATE/AT&T** STP to which the link is connected. Dedicated Signaling Links are available to CLECs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the **SBC-12STATE/AT&T** STP building and connects the STP Port Termination to the CLEC SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a **SBC-12STATE/AT&T** STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a **SBC-12STATE/AT&T** STP.

2.4.3 STP Links

2.4.3.1 The STP Link provides a 56-kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP building location.

2.5 CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the **SBC-12STATE/AT&T** STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 CLEC shall identify to **SBC-12STATE/AT&T** the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location **AT&T** shall provide a transport facility referred to as the STP Link. The STP Link will connect to the DS-0 cross connect at the STP location.

2.7 When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CLEC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

2.8 Dedicated Signaling Links are subject to **SBC-12STATE/AT&T** compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and ATT-TR-NIS-000-000-001. First interconnections to **PACIFIC**'s signaling network per CLEC and per signaling point type of equipment will require completion of **PACIFIC**'s CCS/SS7 interconnection questionnaire. Each individual set of links from CLEC switch to **SBC-12STATE/AT&T** STP will require a pre ordering meeting to exchange information and schedule testing for certification by **SBC-12STATE/AT&T**.

2.9 Dedicated Signaling Links Technical Requirements

2.9.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

2.9.2 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CLEC purchase of an **SBC-12STATE/AT&T** dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

2.9.3 CLEC must establish dedicated B/D-Links to each AT&T STP Pair that directly serves the LATA or LATAs where CLEC desires interconnection.

2.9.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. **SBC-12STATE/AT&T** will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

2.9.5 When CLEC requests that **AT&T** add a Signaling Point Code (SPC), CLEC will identify to **AT&T** the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in the Interconnection Rates Exhibit. This rate element will not apply in **SBC-2STATE**.

2.9.6 CLEC will notify **SBC-12STATE/AT&T** in writing thirty (30) days in advance of any material change in CLEC's use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.10.2 Use of the STP routes signaling traffic generated by action of CLEC to the destination defined by **PACIFIC**'s signaling network, excluding messages to and from an **SBC-7STATE** local switching unbundled network element. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with CLEC set of links will be routed to CLEC.

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a **SBC-12STATE/AT&T** designated STP pair to a to a **SBC-12STATE/AT&T** STP pair located in a different LATA. In the **SBC-AMERITECH** this arrangement will only be provided for STPs located in the same state. In the **SBC-7STATE**, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In **AT&T** Signaling Usage rates will apply to ISUP and TCAP messages. In the **SBC-2STATE**, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting LE ANGAU network (ICN) to pass signaling information through the **SBC-2STATE** network to a third party without requiring a trunking connection by a third party with **SBC-2STATE**.

2.10.4 In such instance as CLEC utilizes **SBC-12STATE/AT&T**'s Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the **SBC-12STATE/AT&T** SS7 signaling on a per call basis.

2.11 STP Technical Requirements

2.11.1 STPs will provide signaling connectivity to the following network elements connected to the **SBC-12STATE/AT&T** SS7 network: **SBC-12STATE/AT&T** Local Switching or Tandem Switching; **SBC-12STATE/AT&T** Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the **SBC-12STATE/AT&T** STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the **SBC-12STATE/AT&T** SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests **SBC-12STATE/AT&T** add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 Interface Requirements

2.12.1 **SBC-12STATE/AT&T** will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. **SBC-12STATE/AT&T** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC-12STATE/AT&T** STPs.

2.12.3 **SBC-12STATE/AT&T** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC-SWBT** STPs.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the **SBC-12STATE/AT&T** STPs. **SBC-12STATE/AT&T** shall provide information to CLEC on the routes and signaling point codes served by the **SBC-12STATE/AT&T** STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the **SBC-12STATE/AT&T** "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a **SBC-12STATE/AT&T** "regional" STP pair to another **SBC-12STATE/AT&T** STP pair.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which **SBC-12STATE/AT&T** has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When **SBC-12STATE/AT&T** does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other **SBC-12STATE/AT&T** pairs of STPs, until ordered. When **SBC-12STATE/AT&T** or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the **SBC-12STATE/AT&T** signaling network pursuant to the standard requirements of the SS7 protocol.

3.3 Disputes concerning the association of a signaling point among specific link sets associated with a **SBC-12STATE/AT&T** mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

3.4 Dedicated Signaling Links

3.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to **SBC-12STATE/AT&T** to allow **SBC-12STATE/AT&T** to translate **SBC-12STATE/AT&T** STPs. The information shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.

3.4.2 Signaling links from **AT&T** mated pairs of STPs shall connect to CLEC premises (including collocation locations). A set of links can be either:

3.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

3.4.2.2 "B" Link Sets from CLEC's STPs that are connected to **SBC-12STATE/AT&T**'s mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps STP Link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

3.4.4 A pre-order meeting will define the **SBC-12STATE/AT&T** facility availability and the degree of diversity in both the **SBC-12STATE/AT&T** physical network and the CLEC physical network from signaling point to signaling point for the link.

3.4.5 When CLEC requires a STP Link, CLEC and **SBC-12STATE/AT&T** shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

3.4.6 All applicable signaling point codes for each signaling link must be installed at each of **SBC-12STATE/AT&T**'s interconnecting STPs.

3.4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. **SBC-12STATE/AT&T** makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-**SBC-12STATE/AT&T** signaling points.

3.4.8 Provisioning of the SS7 Service is in accordance with **AT&T**GR-905-CORE and ATT-TR-NIS-000-000-001 as amended.

3.5 Use of the STP

3.5.1 When CLEC orders **SBC-12STATE/AT&T** unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The **SBC-12STATE/AT&T** Local Switch will use the **SBC-12STATE/AT&T** SS7 signaling network.

4. RESPONSIBILITIES OF SBC-12STATE/AT&T

4.1 **SBC-12STATE/AT&T** shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of **SBC-12STATE/AT&T** or CLEC facilities, natural disasters, mass calling or national security demands.

4.2 **SBC-12STATE/AT&T** shall determine the GTT route for messages routed to GTT, which are associated with **SBC-12STATE/AT&T** signaling points.

4.3 **SBC-12STATE/AT&T** shall define regional functions and local functions of its STPs. **SBC-12STATE/AT&T** will route ISUP messages within the **SBC-12STATE/AT&T** signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

4.4 **SBC-12STATE/AT&T** shall route messages generated by the action of CLEC throughout the **SBC-12STATE/AT&T** signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. **SBC-12STATE/AT&T** will not use any information within messages for any purpose not required by or related to the use of the **SBC-**

12STATE/AT&T signaling network. **SBC-12STATE/AT&T** will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the **SBC-12STATE/AT&T** signaling network or as may be required by law.

5. RESPONSIBILITIES OF CLEC

5.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to **SBC-7STATE/AT&T**'s STP location in a diverse, reliable and technically feasible manner. CLEC shall identify to **SBC-12STATE/AT&T** the SPC(s) associated with the CLEC set of links.

5.2 CLEC shall identify to **SBC-12STATE/AT&T** the GTT information for messages that route to CLEC.

5.3 When routing messages addressed to an **SBC-12STATE/AT&T** Subsystem Number (SSN), CLEC shall use the **SBC-12STATE/AT&T** defined SSN designation of the **SBC-12STATE/AT&T** mated STP pair to which the message is routed.

5.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the **SBC-12STATE/AT&T** signaling network.

5.5 CLEC shall furnish to **SBC-12STATE/AT&T**, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. **SBC-12STATE/AT&T** shall utilize the forecast in its own efforts to project further facility requirements.

5.6 CLEC shall inform **SBC-12STATE/AT&T** in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to **SBC-12STATE/AT&T**'s network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. BONAFIDE REQUEST PROCESS

6.1 Any request for SS7 service not addressed within this Appendix may be submitted to **SBC-12STATE/AT&T** via the Bonafide Request ("BFR") process set forth in Appendix UNE.

7. DESCRIPTION OF RATE ELEMENTS

7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring charges apply to links and ports. Nonrecurring charges apply to ports, signaling point codes, and global title translations. The nonrecurring point code charge in AT&T may be differentiated by originating versus destination point code and apply to disconnection as well as installation. The nonrecurring charge for global title translation does not apply in AT&T. Usage charges apply to signaling messages. In AT&T, usage charges apply for each ISUP and TCAP signaling message delivered to or from CLEC, regardless of direction, through CLEC's dedicated signaling port in.

7.2 Nonrecurring charges apply for signaling point codes . A nonrecurring charge applies for each signaling point code established, as well as each signaling point code added or changed subsequent to the establishment of STP Access. The nonrecurring charge per signaling point code applies on a per service basis. In AT&T, the nonrecurring charge for each signaling point code may be differentiated by originating versus destination point code and apply to disconnection as well as installation.

7.3 The following rate elements apply to AT&T.

7.3.1 Signaling Usage

7.3.1.1 AT&T will apply a charge to each ISUP signaling message delivered to or from CLEC, regardless of direction, through CLEC's dedicated signaling port.

7.3.1.2 AT&T will apply a charge to each TCAP signaling message delivered to or from CLEC, regardless of direction, through CLEC's dedicated signaling port, as set forth in AT&T 's applicable access tariff.

7.3.2 STP Link Charge

7.3.2.1 AT&T will apply a monthly recurring charge to each link in a B/D-Link quad set. The charge will be a single monthly recurring charge regardless of mileage.

7.3.3 STP Port Charges

7.3.3.1 AT&T will apply a monthly recurring charge for each termination of a link in a B/D-Lin quad set.

7.3.4 Signaling Point Code

7.3.4.1 CLEC will pay a nonrecurring charge for each Signaling Point Code established, added, changed or deleted on a per service basis.

7.4 The following rate elements apply to **SBC-7STATE** SS7 Service:

7.4.1 SS7 Transport

7.4.1.1 SS7 Transport shall be measured per octet of information screened and routed.

7.4.1.2 CLEC shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional **SBC-7STATE** STP pair. A usage rate applies per octet generated by action of CLEC.

7.4.1.3 SS7 Transport is not available in the **SBC-2STATE**.

7.4.2 Dedicated Signaling Links

7.4.2.1 SS7 Link Cross Connect

7.4.2.1.1CLEC shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis.

7.4.3 STP Port Termination

7.4.3.1 CLEC shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the **SBC-7STATE** STP. One STP Port Termination must be installed at **SBC-7STATE**'s interconnecting STP for each Dedicated Signaling Link.

7.4.3.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

7.4.4 STP Access Link

7.4.4.1 CLEC shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month.

7.4.5 Signaling Point Code Addition

7.4.5.1 CLEC shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a **SBC-7STATE** STP. CLEC shall pay a nonrecurring charge per SPC established at each STP.

7.4.6 Global Title Translation (GTT) Addition

7.4.6.1 CLEC shall pay the GTT Addition rate element for the establishment of CLEC's GTA, translation type or subsystem information in the **SBC-7STATE** STP translations. CLEC shall pay a nonrecurring charge per GTT established at each STP.

7.4.7 Use of the STP Per Call

7.4.7.1 CLEC shall pay the Use of the STP Per Call rate element for Use of the **SBC-7STATE** STP. The rate shall apply for each call originated by CLEC subscribers using the **SBC-7STATE** Local Switching Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

7.4.7.2 The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when CLEC uses the **SBC-7STATE** Local Switching network element.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's

rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

APPENDIX FOR ACCESS

TO AT&T INC.'S STRUCTURE

(POLES, CONDUITS, AND RIGHTS OF WAYS)

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1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable AT&T Inc. owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company , d/b/a AT&T Nevada The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 As used herein, AT&T means the above listed ILEC doing business in Florida.

2. DEFINITIONS

2.1 Definitions in general. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 2.1 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 Agreement, 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 AT&T structures (such as huts and cabinets) which branch off from or are connected to AT&T '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 Agreement, 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 AT&T structures (such as huts and cabinets) which branch off from or are connected to AT&T'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 Agreement, 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 Agreement, the term "handhole" refers only to handholes which are part of AT&T's conduit system and does not refer to handholes which provide access to buried cables not housed within AT&T ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by AT&T 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 AT&T has granted the structure access request of CLEC 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 AT&T 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 necessary work performed or to be performed to prepare AT&T's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of CLEC'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 AT&T's conduit system. As used in this Agreement, 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 CLEC, with facilities on an AT&T pole, duct, conduit or right-of-way to which CLEC has obtained access. Other Users may include AT&T, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in AT&T'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 AT&T 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 AT&T owned or controlled legal rights to pass over or through property of another party and used by AT&T for its telecommunications distribution system. For purposes of this Agreement, "rights-of-way" includes property owned by AT&T and used by AT&T 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 AT&T 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 AGREEMENT

3.1 This Agreement establishes the rates, terms, conditions, and procedures by which AT&T shall provide non-discriminatory and competitively neutral access to AT&T's Structure in accordance with applicable law. Separate tariffs, appendix, or agreements shall govern CLEC's access, if any, to the

4.3 This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the **PACIFIC** Central Office. The CLEC shall provide enough slack for **PACIFIC** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).

4.4 The CLEC will obtain all necessary rights of way, easements, and other third party permissions.

4.5 The following terms and conditions apply when **PACIFIC** provides the adjacent location:

4.5.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.

4.6 The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.

4.7 The CLEC will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where CLEC requests connection.

4.8 The CLEC will be responsible for testing and isolation of facilities from the customer's location to the entrance manhole.

4.9 The CLEC should refer any isolated trouble determined to be in **PACIFIC**'s facilities to **PACIFIC**.

4.10 The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to **PACIFIC** (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct occupancy permit pursuant to 'Appendix for Access to SBC Communications Inc.'s Structure (Poles, Conduits, and Rights of Ways)'. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.

4.11 In order for **PACIFIC** to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. **PACIFIC** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.

4.12 The CLEC will retain all assignment control. **PACIFIC** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **PACIFIC** frame.

4.13 The CLEC will pay Time and Materials charges when **PACIFIC** dispatches personnel and failure is in the CLEC's facility.

4.14 **PACIFIC** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. **PACIFIC** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.

4.15 Prior to **PACIFIC** providing the Adjacent Location Method in this Appendix, the CLEC and **PACIFIC** shall provide each other with a single point of contact for overall coordination.

4.16 The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

5. BONA FIDE REQUEST (SBC-13STATE)

5.1 This Bona Fide Request process described below applies to each Bona Fide Request submitted in **SBC-13STATE** or **Florida.** For purposes of this Appendix BFR, a "Business Day" means Monday through Friday, excluding Holidays observed by **SBC-13STATE** and **AT&T**.

5.2 **SBC-13STATE** and **AT&T**
Bona Fide Request Process

5.2.1 In this Agreement, a Bona Fide Request ("BFR") is the process by which CLEC may request **SBC-13STATE** or **AT&T** to provide CLEC access to new, undefined UNE, (a "Request"), or combinations of UNEs not currently provided in the network or that **SBC-13STATE** and **AT&T** are not required to provide in accordance with paragraph 2.9.1 of this Appendix.

5.2.1.1 Reserved.

5.2.1.2 Reserved.

5.2.1.3 Reserved.

5.2.1.4 Reserved.

5.2.2 The BFR process for **AT&T** and **SBC-12STATE** 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 CLEC Handbook. Included with the Application CLEC 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 one (1) year non-binding forecast.

5.2.4 CLEC is responsible for all reasonable costs incurred by **SBC-13STATE** or **AT&T** to review, analyze and process a BFR. No charges apply for **SNET** to prepare the Preliminary Analysis. When submitting a BFR Application Form, CLEC has two options to compensate **AT&T** or **SBC-12STATE,** as applicable, for its costs incurred to complete the preliminary analysis of the BFR, (the "Preliminary Analysis"):

5.2.4.1 Include with its BFR Application Form a $2,000 deposit to cover **AT&T** or **SBC-12STATE**'s preliminary evaluation costs, in which case **SBC-12STATE** or **AT&T,** as applicable, may not charge CLEC in excess of $2,000 to complete the Preliminary Analysis; or

5.2.4.2 Not make the $2,000 deposit, in which case CLEC shall be responsible for all reasonable preliminary evaluation costs incurred by **AT&T** or **SBC-12STATE,** as applicable, to complete the Preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

5.2.5 If CLEC submits a $ 2,000 deposit with its BFR, and **AT&T** or **SBC-12STATE** as applicable, is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **AT&T** or **SBC-12STATE,** as applicable, will return the $2,000 deposit to CLEC. 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 CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC. Whether or not CLEC submits the $2,000 deposit with its BFR, **SBC-12STATE** or **AT&T**, as applicable, shall provide CLEC with a statement detailing the costs incurred to complete the Preliminary Analysis. No charges apply for **SBC-SNET** to prepare the Preliminary Analysis.

5.2.6 CLEC may cancel a BFR in a commercially reasonable manner.

5.2.6.1 No charges apply for **SBC-SNET** to prepare the Preliminary Analysis.

5.2.6.2 Upon written notice, CLEC may cancel a BFR at any time, but will pay **AT&T** or **SBC-12STATE,** as applicable, its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **AT&T** or **SBC-12STATE**, as applicable, received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.

5.2.6.3 In SNET: Cancellation charges will not apply if the written notice of cancellation is received by **SNET** after **SNET** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SNET** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLECshall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SNET** receives the written notice of cancellation from CLEC. However, if **SNET** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SNET** or the estimate in the BFR Quote plus twenty percent (20%).

5.2.7 **SBC-13STATE** and **AT&T** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-13STATE** or **AT&T**, as applicable, will acknowledge receipt of the BFR, as well as inform CLEC if the BFR is not the correct process for the Request, and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once **AT&T** or **SBC-12STATE,** as applicable, has received a complete and accurate BFR Application Form and, if applicable in Florida or **SBC-12STATE**, $2,000 deposit.

5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC-13STATE** or **AT&T,** as applicable, will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will (i) indicate that **SBC-**13STATE or **AT&T**, as applicable, will offer the Request to CLEC or (ii) advise CLEC that **SBC-**

13STATE or **AT&T**, as applicable, will not offer the Request. If **SBC-13STATE** or **AT&T** indicates it will not offer the Request, **SBC-13STATE** or **AT&T**, as applicable, 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, and/or ii) that the Request is not required to be provided by **SBC-13STATE** or **AT&T**, as applicable, under the Act.

5.2.9 If the Preliminary Analysis indicates that **AT&T** or **SBC-12STATE** will offer the Request, CLEC may, at its discretion, provide written authorization for **SBC-12STATE** or **AT&T**, as applicable, 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.

5.2.9.1 CLEC's written authorization to develop the BFR Quote must be received by **SBC-13STATE** or **AT&T**, as applicable within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to **SBC-12STATE** or **AT&T**, as applicable, all reasonable and demonstrable costs as set forth above. Any request by CLEC for **AT&T** or **SBC-12STATE** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

5.2.9.2 SBC-SNET will apply standard tariffed Processing Fees (BFR Development fees) according to Connecticut Access service tariff 4.11.

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, **SBC-13STATE** or **AT&T**, as applicable, shall provide to CLEC a BFR Quote, which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

5.2.11 Within thirty (30) days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and if in **SBC-12STATE** or Florida, reimburse **SBC-12STATE** or AT&T, as applicable for its reasonable and demonstrable 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 BFR, exercise its rights under Section 10 of the General Terms and Conditions.

5.2.11.1 If **SBC-12STATE** or AT&T, as applicable, does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **AT&T** or **SBC-12STATE**, as applicable, for its reasonable and demonstrable costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC). CLEC shall be responsible to reimburse SNET in accordance with paragraph 5.3.1 (whether affirmatively canceled or deemed canceled by CLEC).

5.2.11.2 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act

5.2.12 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 Section 10 of the GTC.

*5.2.13 Whenever CLEC requests to purchase a particular **SBC-13STATE** Network Element that is operational anywhere in SBC's network at the time of the request, but for which no unbundled Network Element price has been established or agreed by the Parties, CLEC's request will be considered as follows: **SBC-13STATE** will provide a price quote for the Element, consistent with the Act, within ten (10) calendar days following **SBC-13STATE**'s receipt of CLEC's request. If the Parties have not agreed on a price for the Element within ten (10) calendar days following CLEC's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.

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 **SBC-13STATE**'s or **AT&T's** distribution loop facilities, such as a cross connect device

* This Section 5.2.13 is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Public Service Commission of Wisconsin in Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements Between McLeodUSA Telecommunications Services, Inc. and Wisconsin Bell Telephone Company d/b/a Ameritech Wisconsin, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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 rules, **SBC-13STATE** and **AT&T** offer nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**AT&T** and **SBC-12STATE**) or by tariff (**SNET**).

6.2 **AT&T** and **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **AT&T** or **SBC-12STATE**'s NID, as applicable, or at any other technically feasible point.

6.3 CLEC may connect to the End User's premises wiring through the **AT&T** or **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** or **AT&T**, as applicable, based on time and material charges. Such charges are reflected in the state specific Appendix Pricing or tariff, as applicable. **SBC-12STATE**, at the request of CLEC, will disconnect the **SBC-12STATE** 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, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **AT&T** or **SBC-12STATE**'s NID where necessary.

6.5 The **AT&T** and **SBC-12STATE** NIDs that CLEC uses under this Appendix will be existing NIDs installed by **AT&T** and **SBC-12STATE** to serve their End Users.

6.6 CLEC shall not attach to or disconnect **AT&T** or **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **AT&T** or **SBC-12STATE**'s loop from the NID and/or its protector. CLEC 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 **SBC-13STATE** or **AT&T** Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **AT&T** or **SBC13-STATE**, as applicable. The local loop 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 (see Appendix DSL for line conditioning). Unbundled loop modification is offered for a separate charge in Florida as set forth in the UNE Rates Exhibit A. The local loop 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 **SBC-13STATE** or **AT&T** wire centers. CLEC 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 (**AT&T and SBC-12STATE**) or by tariff (**SNET**) and in the state specific Appendix Pricing (**SBC-12STATE**), UNE Rates Exhibit A(**AT&T**) or by tariff (**SNET**):

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 CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) **AT&T** and **SBC-12STATE** 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 CLEC. If, however, no spare unbundled loop is available, **SBC-12STATE** will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC 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 digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services and will be provisioned according to the technical specifications in the **AT&T** Technical Reference (TR) 73600.

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 **SBC-13STATE** or **AT&T** Central Office, as applicable, 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 **SBC-13STATE**'s processes implementing the Supplemental Order.

8.0 SUBLOOP DISTRIBUTION ELEMENTS

8.1 Where facilities permit, AT&T shall offer access to its Unbundled Subloop Distribution (USLD) elements in accordance with 47 C.F.R. § 51.319(b) as specified herein.

8.2 Unbundled Subloop Distribution

8.2.1 The USLD facility is a dedicated transmission facility that AT&T provides from a customer's point of demarcation to an AT&T cross-connect device. The AT&T cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. AT&T will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)

Unbundled Copper Subloop (UCSL)

USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.

8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.

8.2.4 If CLEC requests a UCSL and it is not available, CLEC may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

8.2.5 USLD-INC is the distribution facility owned or controlled by AT&T inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.

8.2.6 Upon request for USLD-INC from CLEC, AT&T will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. AT&T will place cross-connect blocks in twenty five (25) pair increments for CLEC's use on this cross-connect panel. CLEC will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

8.2.7 For access to Voice Grade USLD and UCSL, CLEC shall install a cable to the AT&T cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in the Physical Collocation Attachment. This cable would be connected by an AT&T technician within the AT&T cross-box during the set-up process. CLEC's cable pairs can then be connected to AT&T's USL within the AT&T cross-box by the AT&T technician.

8.2.8 Through the SI process, AT&T will determine whether access to USLs at the location requested by CLEC is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet CLEC's request, then AT&T will perform the site set-up as described in the CLEC Information Package, located at AT&T's Interconnection Web site.

8.2.9 The site set-up must be completed before CLEC can order Subloop pairs. For the site set-up in an AT&T cross-connect box in the field, AT&T will perform the necessary work to splice CLEC's cable into the cross-connect box. For the site set-up inside a building equipment room, AT&T will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

8.2.10 Once the site set-up is complete, CLEC will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when CLEC requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by CLEC for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

8.2.11 USLs will be provided in accordance with AT&T's TR 73600 Unbundled Local Loop Technical Specifications.

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 **AT&T** or **SBC-12STATE** switch/testing equipment will be lost.

8.12.2 CLEC shall isolate trouble to the **AT&T** Subloop portion of the CLEC's service before reporting trouble to **AT&T** or **SBC-12STATE,** as applicable.

8.12.3 **AT&T** and **SBC12-STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches **AT&T** on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in AT&T's FCC No.1 Tariff (AT&T) or individual state specific Appendix Pricing or tariffs, as applicable.

8.12.4 In the event of Catastrophic Damage to the RT, Cross Connect Device, Terminal, or NID where CLEC has a subloop site, **AT&T** 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

the CLEC cabling require replacement, **AT&T** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

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8.14 Subloop Access Points:

8.14.1 Cross Connect Device or Terminal

8.14.1.1 CLEC cable to be terminated in an **AT&T** cross connect device, or Terminal , shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.

8.14.1.2 The CLEC will place their cable to within 3 feet of the cross connect device and coil up an amount of cable, defined by the engineer in the design phase, that **AT&T** will terminate on available binding posts in the cross connect device or Terminal.

8.14.1.3 The CLEC 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 cross connect device or Terminal, which **AT&T** will splice to the CLEC cable at the meet point.

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8.14.1.5 Intentionally Left Blank .

8.15 Relocation of Existing ILEC/CLEC Facilities involved in a Cross Connect Box or Cross Connection Device at a RT, Cross Connect Device, Terminal or NID:

8.15.1 **AT&T** shall notify CLEC of pending relocation as soon as **AT&T** receives such notice.

8.15.2 CLEC shall notify **AT&T** of its intentions to retain the sub-loop arrangement in the new cross-box location.

8.15.3 **AT&T** shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable Cross Connect Device. This process may require a site visit with the CLEC and **AT&T** engineer.

8.15.4 CLEC shall notify **AT&T** of acceptance or rejection of the new subloop location within 10 business days of it's receipt of **AT&T**'s estimate.

8.15.5 Upon acceptance of the **AT&T** estimate, CLEC shall pay 100% of the relocation costs at the same time as they notify **AT&T** of their acceptance of estimate costs.

8.15.6 Should CLEC decide not to continue the SAA, CLEC will notify **AT&T** as to the date that **AT&T** may remove CLEC's facilities from that SAA. CLEC will pay **AT&T** for all costs associated with the removal of the CLEC's SAA.

8.15.7 In the event that CLEC does not respond to **AT&T** in time to have their facilities relocated, **AT&T** shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.

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10. PACKET SWITCHING

10.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

10.1.1. **SBC-13STATE** 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. **SBC-13STATE** has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

10.1.4. **SBC-13STATE** has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

11.1. The Unbundled Local Switching (ULS) capability is defined as:

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.

11.1.3.4 Unbundled Local Switching (ULS) is the product acronym in **SBC-SWBT** and includes the Shared Transport component.

11.1.3.5 Unbundled Local Switching-Shared Transport (ULS-ST) is the product acronym for **SBC-Ameritech.**

11.1.3.6 Unbundled Local Switching Network Element (LSNE) is the product acronym for **SBC-PACIFIC** and **NEVADA.**

11.1.3.7 Unbundled Network Element – Local Switching with Shared Transport is the product name for **SBC-SNET.** Refer to Section 18 of the Connecticut Service Tariff for the terms, conditions and rates for **SBC-SNET**.

11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

11.2.1 Unbundled Local Switching utilizes routing instructions resident in the **SBC-10STATE** switch to direct all CLEC traffic.

11.2.2 Vertical features, CLASS features, and other features resident in the **SBC-10STATE** switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for **SBC-10STATE,** and Section 18 of the Connecticut Service Tariff for SNET.

11.2.3 **SBC-10STATE** will allow CLEC 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 CLEC purchases ULS in **SBC-10STATE**, 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 **SBC-10STATE** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.5 **SBC-10STATE** will control congestion points such as those caused by radio station call ins and network routing abnormalities using appropriate network capabilities. CLEC agrees to respond to **SBC-10STATE's** notifications regarding network congestion.

11.2.6 **SBC-10STATE** will perform testing through ULS for CLECs in the same manner and frequency that it performs for its own customers for an equivalent service.

11.2.7 **SBC-10STATE** will repair and restore any **SBC-12STATE** equipment that may adversely impact ULS.

11.2.8 **SBC-10STATE** will provide usage detail for each ULS port via on a daily basis. Refer to state Appendix Pricing and Section 18 of the Connecticut Service Tariff for **SNET.**

11.2.9 **SBC-10STATE** will provide CLEC the functionality of blocking calls (e.g.,900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that **SBC-10STATE** provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.

11.2.10At **SBC-13STATE**'s **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching/LSNE/ULS-ST or to provide Unbundled Local Switching LSNE/ULS-ST at market prices to CLEC's serving end-users with four or more voice grade lines within any territory (each an "Exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

(a) territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** 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 **SBC-13STATE** offers the Enhanced Extended Loop (EEL) required by the UNE Remand Order, the EEL will be available to the CLEC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices are specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market-price Unbundled Local Switching/LSNE under this Section for CLEC End-Users involving four or more lines.

11.2.11 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.

11.2.12 Nothing in this Section shall preclude CLEC 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 **SBC-13STATE** may exercise its rights under this Section.

11.3 Customized Routing– **SBC-13STATE**

11.3.1 Subject to switch limitations, Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction. CLEC will pay the customized routing charges reflected in Appendix Pricing and Connecticut Service Tariff.

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to Unbundled Local Switching on a per minute basis. See the Appendix Pricing for the state specific ULS rates and Section 18 of the Connecticut Service Tariff for **SNET**.

11.5 Switch Ports

11.5.1 In **SBC-10STATE**, 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 – **SBC-10STATE**

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 CLEC 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.

11.6 Trunk Side Switch Ports – **SBC-10STATE**

11.6.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.6.2 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.

11.6.1.1.1 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 SBC-AMERITECH.

11.6.3 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

11.7 Shared Transport

11.7.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

11.7.2 SBC–12STATE provides access to unbundled shared transport only when purchased in conjunction with a ULS port that CLEC subscribes to for the purpose of delivering traffic from/to a CLEC End User as set forth below.

11.7.3 Unbundled Network Element – Local Switching with Shared Transport is available for SNET pursuant to the Connecticut Access Service Tariff.

11.7.4 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in SBC-AMERITECH. ULS-ST is provided on a per ULS port basis.

11.7.5 **SBC-AMERITECH** 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").

11.7.6 ULS-ST permits the CLEC to access the interoffice network of **SBC-AMERITECH** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC-AMERITECH** 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 **SBC-AMERITECH** switch providing that ULS port. **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

11.7.7 All CLEC's local traffic between **SBC-AMERITECH** switches will use Shared Transport and all local CLEC's traffic to non-**SBC-12STATE** 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.

11.7.8 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **SBC-12STATE** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.

11.7.9 **SBC-12STATE**'s ability to provide ULS/ULS-ST/LSNE is limited to existing switch and transmission facilities capacities of the **SBC-13STATE** network.

11.7.10 In providing ULS/ULS-ST/LSNE, **SBC-12STATE** will use the existing **SBC-12STATE** routing tables contained in **SBC-12STATE** switches, as **SBC-12STATE** may change those tables from time to time including after CLEC purchases ULS/ULS-ST/LSNE.

11.7.11 **SBC-12STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the **SBC-12STATE** signaling on a per- call basis.

11.8 Custom Routing of OS/DA with ULS-ST - (**SBC-AMERITECH** only)

11.8.1 CLEC can only mix ULS-ST and custom routing within a **SBC-AMERITECH** end office switch where CLEC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by **SBC-AMERITECH**'s ULS-ST ports in that **SBC-AMERITECH** end office switch. If this custom routing for OS/DA is chosen in a given **SBC-AMERITECH** 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 CLEC.

11.8.2 CLEC must provide **SBC-AMERITECH** routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS-ST ports. CLEC will be charged by **SBC-AMERITECH** for the establishment of each custom route for OS or DA traffic in an end office switch.

11.8.3 **SBC-AMERITECH** 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 CLEC.

11.8.4 CLEC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

11.8.5 CLEC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by CLEC purchasing **SBC-AMERITECH**'s ULS-ST ports. SPID branding must be addressed in a separate agreement between CLEC and **SBC-AMERITECH**.

11.9 ULS/ULS-ST/LSNE Usage-Sensitive Rating

11.9.1 **SBC-12STATE** will charge CLEC ULS/ULS-ST/LSNE usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

11.9.2 SBC-12STATE will charge CLEC using **SBC-12STATE**'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 **SBC-12STATE** end office or to/from a non-**SBC-12STATE** end office.

11.9.3 The charges for Shared Transport are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

11.10 Reciprocal Compensation associated with ULS-ST (**SBC-AMERITECH ONLY).**

11.10.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation

11.10.2 As to ULS-ST only, **SBC-AMERITECH** will charge CLEC using **SBC-AMERITECH**'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 **SBC-AMERITECH** end office.

11.10.3 As to ULS-ST only, CLEC will reciprocally charge **SBC-AMERITECH** for interswitch local traffic originated from a **SBC-AMERITECH** 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.

11.10.4 CLEC 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.

11.11 IntraLATA and InterLATA Toll Rate Application (**SBC-AMERITECH ONLY**)

11.11.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC-AMERITECH** tandem switch(es) and transmission facilities, **SBC-AMERITECH** 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 **SBC-AMERITECH** end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

11.11.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.

11.12 Application of Usage Sensitive Charges for ULS-ST (SBC-AMERITECH ONLY).

11.12.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

11.12.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

11.12.2.1 CLEC will be charged ULS-O usage charges of use for a call originating from an CLEC ULS line port or trunk port that terminates to a **SBC-AMERITECH** end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.

11.12.2.2 CLEC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which CLEC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

11.12.2.3 **SBC-AMERITECH** will not bill ULS-T usage charges for Intraswitch calls that terminate to a CLEC ULS port.

11.12.3 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:

11.12.3.1 Local Calls

11.12.3.1.1 General Principles

11.12.3.1.1.1 When a call originates from a CLEC ULS-ST port, CLEC will be charged ULS-O usage and SS7 signaling charges. If the call routes over **SBC-AMERITECH**'s shared transport network, CLEC will pay charges for Blended Transport usage in addition to

ULS-O usage charges.

11.12.3.1.2 The Parties agree that, for local calls originated over ULS-ST, **SBC-AMERITECH** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC 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.

11.12.3.1.2.1 When a call terminates to a CLEC ULS-ST port, CLEC will pay ULS-T usage charges.

11.12.3.1.3 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in **EXHIBIT A** of this Appendix.

11.12.3.2 IntraLATA and InterLATA Toll Calls

11.12.3.3 General Principles.

11.12.3.3.1 "1+" intraLATA calls from CLEC ULS-ST ports will be routed to the originating End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call is initiated from an ULS-ST port, it will be routed to the End User's interLATA (PIC) choice.

11.12.3.3.1.1 When an intraLATA or interLATA toll call originates from a CLEC ULS-ST port, **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

11.12.3.3.1.2 When an intraLATA or interLATA toll call terminates to a CLEC ULS-ST port, **SBC-AMERITECH** will not

charge terminating access to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

11.12.3.3.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in **EXHIBIT A** of this Appendix.

11.12.3.4 Toll Free Calls

11.12.3.4.1 When CLEC uses an ULS-ST port to initiate an intraLATA 800-type call, **SBC-AMERITECH** will perform the appropriate database query and will route the call to terminating **SBC-AMERITECH** "Success 800" subscriber. CLEC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

11.12.3.4.2 When CLEC uses an ULS-ST port to initiate an 800-type call where the terminating port is not a **SBC-AMERITECH** "Success 800" subscriber, **SBC-AMERITECH** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed **using SBC-AMERITECH** tandem, then **SBC-AMERITECH** will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

11.13 LOCAL SWITCHING NETWORK ELEMENT – PACIFIC/NEVADA only:

11.13.1 LOCAL SWITCHING NETWORK ELEMENT (LSNE)is defined as the local circuit switching capability network element, as set forth in FCC Rule § 51.319.

PACIFIC AND NEVADA shall make available unbundled switching capacity, including dial tone, digit reception, access to signaling, vertical features with routing to interoffice trunks and interoffice transport provided by **PACIFIC AND NEVADA** or to designated trunks specified and purchased by CLEC in accordance with this Appendix. **PACIFIC AND NEVADA** designates this service "Local Switching Network Element" (LSNE). The LSNE shall include all features, functions, and capabilities of the **PACIFIC AND NEVADA** switch that are available to **PACIFIC AND NEVADA** end users. In purchasing LSNE, CLEC must obtain a Line Side Port (including a telephone number and at CLEC's option, a directory listing). For access to the switching functions and vertical features provided by the switch, some designation of trunking for completion of calls, with the exception of intra-switch calls, may be required. All intra-switch calls are completed using **PACIFIC AND NEVADA** switches and no trunk designation is made for completion of such calls.

11.13.2 LSNE includes switching served by remote switching modules. The switching capabilities used will be based on the line side features they support.

11.13.3 LSNE will be capable of routing intraLATA toll and interLATA toll/international calls to CLEC's end user's prescribed carrier of choice (CIC).

12 GENERAL LSNE REQUIREMENTS

12.1 **PACIFIC AND NEVADA** shall route all local calls to the appropriate trunk or lines for call origination or termination, utilizing PACIFIC's AND NEVADA shared transport network. At CLEC's option, **PACIFIC AND NEVADA** will offer customized routing for unbundled switch lines.

12.2 **PACIFIC AND NEVADA** shall route all interLATA calls, including Directory Assistance dialed via (FNPA) 555-1212, by CLEC customers, to the customer's PIC'ed carrier for interLATA service. **PACIFIC AND NEVADA** will route these calls using FGD signaling to the PIC'ed carrier's POP.

12.3 PACIFIC AND NEVADA will route all intraLATA toll calls dialed by CLEC customers to the customer's PIC'ed carrier for intraLATA toll.. **PACIFIC AND NEVADA** will route such intraLATA calls using FGD signaling to the PIC'ed carrier.

12.3.1 If requested by CLEC, **PACIFIC OR NEVADA** shall provide standard recorded announcements at parity.

12.3.2 [RESERVED].

12.3.3 For Network Elements, **PACIFIC AND NEVADA** shall control congestion points such as mass calling events, and network routing abnormalities, using

capabilities such as automatic call gapping, automatic congestion control, and network routing overflow in a non-discriminatory manner (e.g., **PACIFIC AND NEVADA** shall not block CLEC traffic and leave its traffic unaffected or less affected).

12.3.4 From time to time CLEC may request that **PACIFIC AND NEVADA** provide unique reports of reasonable performance data regarding a subscriber line, traffic characteristics, or other reasonable elements. To the extent that such reports differ from reports that **PACIFIC AND NEVADA** has available for itself, CLEC shall pay the charges for such reports on an ICB basis. When **PACIFIC AND NEVADA** provides, upon CLEC's request, reports that **PACIFIC AND NEVADA** has available for itself, CLEC shall compensate **PACIFIC AND NEVADA** for any reproduction and delivery costs.

12.3.5 PACIFIC AND NEVADA shall assign each CLEC subscriber line an unbundled switching class of service. CLEC may request and **PACIFIC AND NEVADA** will provide call blocking options (e.g., 900, 976) at parity.

12.3.6 Customized Routing under Options B and C for UNEs and under Option B (ROAR) in connection with Resale Services.

12.3.7 When CLEC orders LSNE Options B or C, or ROAR, **PACIFIC AND NEVADA** shall route IntraLATA OS traffic over trunk groups specified by CLEC using standard Operator Services dialing protocols of 0+ or 0-. **PACIFIC AND NEVADA** will provide the functionality and features within its Local Switch (LS) to route all CLEC customer dialed 0+ and 0- calls to the CLEC designated trunk groups via Modified Operator Services Signaling (MOSS). If CLEC does not order such customized routing, **PACIFIC AND NEVADA** shall handle these calls on behalf of CLEC and route the calls to **PACIFIC's AND NEVADA'S** operator platform for processing.

12.3.8 When CLEC orders Options B or C, or ROAR, **PACIFIC AND NEVADA** shall route to the CLEC Network, using customized routing, all IntraLATA Directory Assistance calls dialed via 411 or (FNPA) 555-1212 by CLEC Customers. If CLEC does not request such customized routing, **PACIFIC AND NEVADA** shall handle these calls on behalf of CLEC and route the calls to **PACIFIC's AND NEVADA'S** directory assistance platform for processing.

12.3.9 **PACIFIC AND NEVADA** shall provide to CLEC, at CLEC's option, customized routing to CLEC of Directory Assistance calls dialed by CLEC customers in the "411" format. **PACIFIC AND NEVADA** shall provide this service when CLEC is providing local service by reselling PACIFIC's AND

NEVADA'S services or using unbundled Network Elements purchased from **PACIFIC AND NEVADA.**

12.3.10 **PACIFIC AND NEVADA** shall provide to CLEC, at CLEC's option, customized routing to CLEC of IntraLATA Directory Assistance calls dialed by CLEC customers in the "foreign NPA" or "FNPA 555-1212" format. **PACIFIC AND NEVADA** shall perform such FNPA 555-1212 routing to the trunk groups specified by CLEC. **PACIFIC AND NEVADA** shall route IntraLATA Foreign NPA (FNPA 555-1212) Directory Assistance calls as follows:

12.3.10.1 Where the customer has chosen CLEC for local service and CLEC for intraLATA toll, **PACIFIC AND NEVADA** shall route the call to CLEC's network, using ROAR or Option B LSNE

12.4 INTERFACE REQUIREMENTS

12.4.1 This section defines the different switch ports that **PACIFIC AND NEVADA** shall provide to CLEC upon request. A Switch Port is a termination point in the end office switch.

12.4.2 Line Port

12.4.2.1 Analog Line Port/Basic Port 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.

12.4.2.2 CLEC may order an Analog Line Port to be provisioned with Centrex-like features and capabilities. When CLEC orders a port to create a Centrex-like system, **PACIFIC AND NEVADA** shall charge, in addition to the port charge, a system establishment charge to translate the common block and system features in the switch.

12.4.2.3 CLEC may order an Analog Line Port to be provisioned with two-way, one-way-out, and one-way-in directionality for PBX business applications.

12.4.2.4 CLEC may use an Analog Line Port to terminate the voice portion of an ADSL-capable loop or the voice portion of other xDSL technologies where the voice and data can be carried over the same copper pair.

12.4.2.5 ISDN Basic Rate Interface (BRI) Port The ISDN Basic Rate Interface (BRI) Port is a 2-wire line side switch connection that provides two 64 KBPS "B" (bearer) channels for circuit switched voice and/or data and one 16 APBS "D" (delta) channel for signaling.

12.4.3 Trunk Port

12.4.3.1 Analog DID Trunk Port- The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

12.4.3.2 ISDN Primary Rate Interface (PRI) Trunk Side PortThe 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.

12.4.4 DS1 Trunk Port

12.4.4.1 The DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications or a UNE dedicated trunk used for custom routing.

12.4.4.2 Additional switch ports may be developed in accordance with the BFR Process.

12.4.4.3 **PACIFIC AND NEVADA** shall provide CLEC with nondiscriminatory access to any third parties to which **PACIFIC AND NEVADA** is connected via interoffice trunks and interoffice transport.

12.4.4.4 Illustrative Call Flows demonstrating the rate application of usage sensitive Unbundled Network Element charges and reciprocal compensation are set forth in Exhibit B of this Appendix.

12.4.5 TYPES OF CHARGES

12.4.5.1 Port charges are set forth in Appendix Pricing.

12.4.5.2 Charges for vertical features associated with LSNE are set forth in Appendix Pricing.

12.4.5.3 Usage sensitive (per minute of use) Local switching charges, as set forth in Appendix Pricing. Usage will be recorded in one-second

increments. Usage seconds will be totaled for the entire monthly bill and then rounded to the next whole minute. Usage sensitive local switching charges will be on a per minute of use basis and applied to all originating and terminating traffic, including, but not limited to local, toll, E 911 calls, calls to time and weather announcements, etc.

12.4.5.4 Forms of Line Port Access LSNE access may occur in the following manner:

12.4.5.4.1 LSNE Access, Cross-Connection Through Collocation: From CLEC's collocation space, CLEC may purchase an EISCC cross-connection to **PACIFIC AND NEVADA's** Line Side Port to obtain access to LSNE. Cross-connect varieties are defined CROSS CONNECT SECTION of this Appendix.

12.5 TYPES OF LSNE

12.5.1 Option A: **PACIFIC AND NEVADA**-Provided Interoffice Transport and **PACIFIC AND NEVADA**-Provided Operator and Directory Assistance Services. In this configuration, CLEC purchases a Line Port and receives a telephone number and directory listing, switching capacity and switch features, including deployed AIN capabilities and completion to **PACIFIC's AND NEVADA'S** interoffice trunks for all multiple-switch local calls, calls to Operator Services and Directory Assistance, and E-911 calls. In this configuration, intra-switch calls are also provided through **PACIFIC's AND NEVADA'S** switch. **PACIFIC AND NEVADA** will be solely responsible for design and engineering of the trunks under this option. In addition, **PACIFIC AND NEVADA** will provide all 0-, local 0+ and local Directory Assistance under this option. **PACIFIC's AND NEVADA'S** switching will be programmed to allow routing to and from CLEC's line ports, including Operator Services and Directory Assistance calls, to **PACIFIC's AND NEVADA'S** network.

12.5.1.1 Rates - The charges set forth in [Appendix Pricing] shall apply.

12.5.1.2 Option B: **PACIFIC AND NEVADA**-Provided Interoffice Transport with Customized Routing-Simple and with Operator Services (OS) and/or Directory Assistance (DA) Services Unbundled from **PACIFIC's AND NEVADA'S** Line Port Switching Capacity. In this configuration, CLEC purchases a Line Port and receives a telephone number and a directory listing, switching capacity, switch features and completion to **PACIFIC's**

AND NEVADA'S interoffice trunks for all multiple-switch local calls, E-911 calls and local calls. In this configuration, intra-switch calls are also provided through **PACIFIC's AND NEVADA'S** switch. With the exception of trunks for custom routing of local Operator Services and/or Directory Assistance, or both, **PACIFIC AND NEVADA** will be solely responsible for design and engineering of its interoffice trunks. CLEC will be required to order separate trunks for Operator Services provided by itself or a third party identified by CLEC to provide such services. Transport facilities may be purchased from **PACIFIC AND NEVADA**, or connected to CLEC's facilities through a collocation cage by obtaining a cross connection from **PACIFIC AND NEVADA**. CLEC will be responsible for design and engineering of the Operator Services and/or Directory Assistance trunks under this option, and shall also be responsible for designating the transport facilities it desires, if any, from **PACIFIC AND NEVADA** and the points where these facilities shall terminate. In addition, CLEC shall be responsible for providing all Operator Services and/or Directory Assistance. **PACIFIC's AND NEVADA'S** switch will be programmed to allow routing of local calls to **PACIFIC's AND NEVADA'S** shared network where CLEC requests such routing, except Operator Services and/or Directory Assistance calls will be routed to the trunks designated by CLEC.

12.5.1.3 CLEC will pay the charges set forth in Appendix Pricing.

12.5.1.4 Non recurring switch programming charges as specified in Appendix Pricing.

12.5.1.5 Trunk Port Cross Connect Charge (EISCC).

12.5.1.6 If CLEC provides its own dedicated transport to CLEC- designated DA and/or OS platform, a cross-connection charge from the unbundled switch element to CLEC's designated collocation cage located in the same office shall apply at the rates set forth in Appendix Pricing.

12.5.1.7 There will be no cross-connect charge at the office providing unbundled switching if CLEC orders unbundled dedicated transport from **PACIFIC OR NEVADA** for connection to CLEC-designated facilities. A cross-connect charge will apply at the distant end of the transport if CLEC terminates the transport to collocation space.

12.5.1.8 Option C: Customized Routing - Complex for CLEC Traffic Using Routes Designated by CLEC. This option is Customized Routing for CLEC traffic in the manner designated by CLEC, and it requires that special, customized routing programming be provided by CLEC. This option will include all of the features listed in Options A and B. However, with this Option, CLEC may direct 7 and 1+10-digit intraLATA inter-switch traffic on a class-of-call or dialed NPA-NXX basis to a trunk group other than the standard trunk group used for **PACIFIC's AND NEVADA'S** routing. Routing on a class-of-call basis means the ability to direct all calls to particular NPA-NXXs originating from **PACIFIC's AND NEVADA'S** end office switch to a single trunk group. Alternatively, at CLEC's request, **PACIFIC AND NEVADA** will direct intraLATA inter-switch calls based on the dialed NPA-NXX to the **PACIFIC AND NEVADA** tandem serving the originating **PACIFIC AND NEVADA** end office, to a CLEC switch, and/or to the **PACIFIC AND NEVADA** end office where the dialed NPA NXX resides. In this configuration, CLEC obtains one or more Line Ports and receives a telephone number and directory listing, switching capacity, switch features, including deployed AIN capabilities, that will permit the completion of multiple-switch intraLATA calls, calls to either Operator Services or Directory Assistance, or both, and E-911 calls. In this configuration, **PACIFIC AND NEVADA** shall complete intra-switch calls through its switch. **PACIFIC AND NEVADA** shall complete inter-switch calls using, at CLEC's direction, either shared or dedicated transport facilities. CLEC will be solely responsible for design and engineering of any dedicated transport under this option. **PACIFIC AND NEVADA** will be solely responsible for design and engineering of any **PACIFIC AND NEVADA** -provided shared or common transport used under this option.

12.5.1.9 CLEC may request that dedicated trunk groups established with a LSNE Option C custom routing configuration overflow to **PACIFIC AND NEVADA** shared or common transport. CLEC dedicated transport that will overflow to **PACIFIC's AND NEVADA'S** network must be ordered by CLEC as high usage. **PACIFIC AND NEVADA** will be solely responsible for determining the overflow trunk group within **PACIFIC's AND NEVADA'S** network.

12.5.1.10 Rates: CLEC shall pay ICB charges as mutually agreed by the Parties.

12.5.1.11 **PACIFIC AND NEVADA** shall provide a cross-connect between switching ports and CLEC's collocation arrangement using the following interfaces for the physical point of termination:

12.5.1.11.1 Analog Line Port to collocation;

12.5.1.11.2 ISDN Basic Rate Interface (BRI) Line Port to collocation.

12.5.1.11.3 ISDN Primary Rate Interface (PRI) Trunk Side Port to collocation.

12.5.1.11.4 Analog DID Trunk Port to collocation; and

12.5.1.11.5 DS1 Trunk Port to collocation.

12.5.1.11.6 For the cross connects detailed above, CLEC agrees to pay the applicable rates set forth in Appendix Pricing.

12.6 IMPLEMENTATION SCHEDULE

12.6.1 Option A is currently available for ordering by CLEC. **PACIFIC AND NEVADA** will deploy Option A within ten (10) business days after CLEC's order for a particular switch, with a maximum of fifty (50) switches per order. PACIFIC AND NEVADA will implement all valid switch requests ("CLLIs") and reject the invalid requests on an individual CLLI basis.

12.6.2 **PACIFIC AND NEVADA** will implement a valid Option B, Option C, or ROAR custom routing footprint order for an individual switch according to the following schedule:

12.6.2.1	1-48 trunks	38 Business Days
12.6.2.2	49-96 trunks	40 Business Days
12.6.2.3	97-144 trunks	42 Business Days
12.6.2.4	145-193 trunks	48 Business Days

12.6.3 In any event, **PACIFIC AND NEVADA** shall complete the footprint order no later than 60 Business Days from receipt of a valid order unless mutually agreed by the Parties.

12.7 **Unbundled Local Switching – (SBC-SWBT Only):**

12.8 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

12.9 CLEC will pay ULS-O and SS7 signaling for a call originating from a CLEC ULS line or trunk port that terminates to a **SBC-SWBT** end user service line, Resale service line, or any unbundled line or trunk port which is connected to the same end office switch.

12.10 CLEC will pay ULS-O and SS7 signaling charges for a Centrex-like ULS intercom call in which CLEC's user dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

12.11 **SBC-SWBT** will not bill ULS-T for Intra switch calls.

12.12 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:

12.13 Local Calls

12.13.1 General Principles

12.13.2When a call originates from a CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over **SWBT's** common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

12.13.3The Parties agree that, for calls originated over unbundled local switching and routed over common transport, **SBC- SWBT** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the tandem switch.

12.13.4When a call terminates to a CLEC ULS Port, CLEC will pay ULS-T charges.

12.13.5Illustrative Call Flows

12.13.5.1The following call flows provide examples of application of usage sensitive UNE charges.

12.13.5.2CLEC (UNE) Originating and SWBT Terminating:
CLEC Pays: ULS - O
Applicable Common Transport and Tandem Switching SS7 Signaling Applicable End Office Switching (aka Terminating Compensation)

12.13.5.3**SBC-SWBT** Originating and CLEC (UNE) Terminating
CLEC Pays: ULS – T
SBC-SWBT pays: Applicable End Office Switching (aka Terminating Compensation)

12.13.5.4 Reserved.

12.13.5.5 Reserved.

12.13.5.6 Reserved.

12.13.5.7 CLEC (Resale services) Originating and CLEC (UNE) Terminating

CLEC Pays: ULS – T

12.13.5.8 CLEC (UNE) Originating and CLEC (Resale services) Terminating

CLEC Pays: ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling

12.13.5.9 CLEC (UNE) Originating to CLEC (Facilities Based Network FBN) Terminating

CLEC Pays: ULS – O
Applicable Common Transport and Tandem Switching
SS7 Signaling

12.13.5.10 CLEC (FBN) Originating to CLEC (UNE) Terminating

CLEC Pays: ULS - T

12.14 IntraLATA and InterLATA Toll Calls

12.14.1 General Principles

12.14.1.1 CLEC may provide exchange access transport services to IXCs for intraLATA traffic originated by or terminating to CLEC local service customers, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls (post dialing parity) that are originated by local customers using **SBC-SWBT** Unbundled Local Switching, CLEC may offer to deliver the calls to the PIC at the **SBC-SWBT** access tandem, with CLEC using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay **SBC-SWBT** ULS-O usage, signaling, common transport, and tandem switching for such calls. **SBC-SWBT** will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local customers using **SBC-SWBT** Unbundled Local Switching.

12.14.2 If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls (post dialing parity) that are originated by CLEC local customers using **SBC-SWBT** Unbundled Local Switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT will not bill the PIC any originating switching access charges in connection with such calls.

12.14.3When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and **SBC-SWBT** will not charge terminating access to CLEC or the IXC except that **SBC-SWBT** may bill the IXC for terminating transport in cases where the IXC has chosen **SBC-SWBT** as its transport provider.

12.15. Intentionally Left Blank

13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) network element is defined as **SBC-12STATE** or **AT&T** interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by **SBC-12STATE** or **AT&T**, as applicable, or requesting CLEC, or between switches owned by **SBC-12STATE** or **AT&T** or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

13.2 **SBC-12STATE** and **AT&T** 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 CLEC that provides telecommunications between two Wire Centers or switches owned by **SBC-12STATE** or **AT&T** or between a Wire Center or switch owned by **SBC-12STATE** or **AT&T** and a CLEC owned or provided switch.

13.3.2 **SBC-12STATE** and **AT&T** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), OC48 (2488.32 Mbps. **SBC-12STATE**will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE**network.

13.3.3 UDT includes the following elements:

13.3.3.1Interoffice Transport – Is a circuit between two **SBC12-STATE** or **AT&T** Wire Centers.

13.3.3.2Entrance Facility – Is a circuit from **SBC-12STATE** or **AT&T** serving Wire Center to the CLEC's location.

13.3.3.3Multiplexing – Is 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.

13.3.3.4Other Optional features are outlined in Appendix Pricing.

13.4 Diversity

13.4.1 In SBC-12STATE only, when requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for U3nbundled 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 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically

feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity, **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Digital Cross-Connect System (DCS)

13.5.1 **SBC-12STATE** 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 CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.6 Network Reconfiguration Service (NRS)

13.6.1 **SBC-12STATE** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.7* **PACIFIC**

13.7.1 Cross Boundary UDT Meet Point Facilities Arrangements

13.7.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC) **PACIFIC** will be a willing participant in the CLEC's efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the same CLEC from the neighboring ILEC. It is the responsibility of the CLEC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of CLEC's order.

* Section 13.7 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

13.7.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

13.7.1.2.1 Non Recurring Charges: 100% of **PACIFIC** existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.

13.7.1.2.2 Monthly Charges: **PACIFIC** will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within **PACIFIC** territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

13.7.1.2.3 **PACIFIC**'s current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

14. DARK FIBER

14.1 In **SBC-12STATE** and **Florida,** 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. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff.

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. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 14.4.1 and 14.5.1, below.

14.2 UNE Dedicated Transport Interoffice Dark Fiber

14.2.1 **SBC-12STATE** and **AT&T** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element only on routes that remain impaired. Interoffice dark fiber is between two different **SBC-12STATE** or **AT&T** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC-12STATE** and **AT&T** will offer its dark fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the fibers terminate.

14.3 Intentionally Left Blank

14.4 Spare Fiber Inventory Availability and Condition

14.4.1 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 **SBC-12STATE** or **AT&T's** forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

14.5 Determining Spare Fibers, refer to the AT&T CLEC website.

14.5.1 Intentionally Left Blank:

14.6 For Quantities and Time Frames for ordering UNE Dedicated Transport Dark Fiber, refer to the AT&T Interval Guide found in the Local Ordering Handbook, which is posted on www.wholesale.att.com.

14.6.1 Intentionally Left Blank

14.7 Right of Reclamation of Access to UNE Dedicated Transport Dark Fiber

14.7.1 **AM-IL**, **AM-WI**, **AT&T** and **AM-MI** may reclaim dark fiber from CLEC in accordance with the terms and conditions set forth in the respective state tariff on file with the respective state regulatory agency in effect as of November 8, 2001.

14.8 Access Methods specific to UNE Dedicated Transport Dark Fiber

14.8.1 The demarcation point for dark fiber at central offices will be in an **AT&T** approved splitter shelf, as applicable. This arrangement allows for non-intrusive testing.

14.8.2 At Central Offices, UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent, in the Central Office. CLEC access is provided via collocation

14.9 Installation and Maintenance for Dark Fiber

14.9.1 **SBC-12STATE** and **AT&T** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

15. INTENTIONALLY LEFT BLANK

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 **SBC-13STATE**'s and **AT&T'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 45.7.2).

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 **SBC-13STATE**'s and **AT&T's** databases and information. **AT&T** will provide CLEC access to Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 The cross connect is the media between the **SBC-13STATE** or **AT&T** UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a **SBC-13STATE** or **AT&T** UNE and a Collocation area for the purpose of permitting the CLEC to connect the **SBC-13STATE** or **AT&T** UNE to other UNEs or to the CLECs own facilities. Where **SBC-13STATE** or **AT&T** have otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between one **SBC-13STATE** or **AT&T** UNE and another **SBC-13STATE** or **AT&T** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

18.2 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. AT&T will provide cross connects at the rates, terms, and conditions set forth in UNE Rates Exhibit A. Pricing for Sections 13.3, 13.4 and 13.5 for **SBC-AMERITECH** and **SNET** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **AMERITECH** and **SNET** refer to the applicable state tariff.

18.3 The applicable Loop cross connects to point of access for the purpose of CLEC combining an **AT&T** Loop with another **AT&T** UNE are as follows:

18.3.1 Physical Collocation - 2-wire cross-connect, loop, provisioning

18.3.2 Physical Collocation - 4-wire cross-connect, loop, provisioning

18.3.3 Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning

18.3.4 Physical Collocation - DS3 Cross-Connect, provisioning
18.3.5 Physical Collocation - 2-Fiber Cross-Connect
18.3.6 Physical Collocation - 4-Fiber Cross-Connect
18.3.7 Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per Cable
18.3.8 Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable

18.4 Intentionally Left Blank

18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another **AT&T** UNE are as follows:

18.5.1 Physical Collocation 2-Wire Cross Connect, Port

18.5.2 Physical Collocation 4-Wire Cross Connect, Port

18.5.3 Intentionally Left Blank

18.5.4 Intentionally Left Blank

18.5.5 Intentionally Left Blank

18.6 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC SWBT** and **NEVADA** Loop UNE to a CLEC's Collocated facilities are as follows:

18.6.1 2-Wire Analog Loop to Collocation

18.6.2 2-Wire Analog Loop to Collocation (without testing)

18.6.3 4-Wire Analog Loop to Collocation

18.6.4 4-Wire Analog Loop to Collocation (without testing)

18.6.5 2-Wire Digital Loop to Collocation

18.6.6 2-Wire Digital Loop to Collocation (without testing)

18.6.7 4-Wire Digital Loop to Collocation

18.6.8 4-Wire Digital loop to Collocation (without testing)

18.6.9 DSL Shielded Cross Connect to Collocation

18.6.10 2-Wire DSL non-shielded cross connect to Collocation

18.6.11 4-Wire DSL non-shielded cross connect to Collocation

18.6.12 2-Wire Analog Loop to Collo/Mux (different C.O.)

18.6.13 2-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)

18.6.14 4-Wire Analog Loop to Collo/Mux (different C.O.)

18.6.15 4-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)

18.6.16 2-Wire Digital Loop to Collo/Mux (different C.O.)

18.6.17 2-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)

18.6.18 4-Wire Digital Loop to Collo/Mux (different C.O.)

18.6.19 4-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)

18.7 The applicable dedicated transport cross connects for the purpose of CLEC connecting a **SBC-SWBT** and **NEVADA** dedicated transport UNE to a CLEC's Collocated facilities are as follows:

18.7.1 DS-1 to Collocation

18.7.2 DS-3 to Collocation

18.7.3 OC-3 to Collocation

18.7.4 OC-12 to Collocation

18.7.5 OC-48 to Collocation

18.8 The applicable Port cross connects for the purpose of CLEC connecting a **SBC-SWBT** or **AT&T** and Port UNE to a CLEC's Collocated facilities are as follows:

18.8.1 Analog Line Port to Collocation

18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

18.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation

18.8.4 Analog DID Trunk Port to Collocation

18.8.5 DS- Trunk Port to Collocation

18.9* The applicable cross connects for the purpose of a CLEC connecting a **PACIFIC** Loop, UDT or Port UNE to a CLECs Collocated facility are as follows:

18.9.1 Voice Grade/ISDN EISCC

18.9.2 DS-0 EISCC

18.9.3 DS-1 EISCC

18.9.4 DS-3 EISCC

18.9.5 DSL Shielded Cross Connect to Collocation

18.10 The applicable cross connects for **SBC-AMERITECH** and **AT&T** Loop, UDT or Port UNEs are as follows:

18.10.1 2-wire

18.10.2 4-wire

18.10.3 6-wire

18.10.4 8-wire

18.10.5 DS-1

18.10.6 DS-3

18.10.7 OC-3

18.10.8 OC-12

18.10.9 OC-48

18.10.10 LT1

18.10.11 LT3

18.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Loop with a CLECs own facilities for are as follows:

18.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access

18.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access

18.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access

18.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access

18.11.5 DSL shielded Cross Connect to Adjacent Location point of access

18.12* The applicable Unbundled Dedicated transport cross connects to the Adjacent Location Method of accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Unbundled Dedicated Transport with a CLECs own facilities as follows:

18.12.1 DS-1 to the Adjacent Location Method point of access

18.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Port with a CLECs own facilities point of access are as follows:

18.13.1 Analog Line Port to Adjacent Location Method to point of access

*Sections 18.9 through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

18.13.2 ISDN BRI Port to Adjacent Location Method to point of access

18.13.3 ISDN PRI Trunk Port to Adjacent Location Method point of access

18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SBC-13STATE** 2 -Wire Loop with a **SBC-13STATE** Port are as follows:

18.14.1 2 -Wire Analog Loop to Analog line Port

18.14.2 2 -Wire Digital Loop to ISDN BRI Port

18.15 Maintenance of Elements

18.15.1 If trouble occurs with unbundled network elements provided by **SBC-13STATE** or **AT&T**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s or **AT&T's** equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE** or **AT&T**, as applicable.

18.15.2 CLEC shall pay Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC No.1 Tariff, Section 13.3.1.

18.15.3 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CLEC for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from AT&T or AT&T's FCC No.1 Tariff, Section 13.3.1.

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

18.15.5 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CLEC for each additional dispatch required to repair the Network Element

due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from AT&T or AT&T's FCC No.1 Tariff, Section 13.3.1.

18.15.6 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 **SBC-13STATE** and **AT&T** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC-13STATE** and **AT&T** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** and **AT&T** performed other than on a normally scheduled workday.

18.15.7 If CLEC requests or approves a **SBC-13STATE** or **AT&T** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

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20. RESERVATION OF RIGHTS

20.1 **SBC-13STATE**'s and **AT&T'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 the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgement that General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

EXHIBIT A

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EXHIBIT B

ILLUSTRATIVE CALL FLOWS-PACIFIC AND NEVADA (USAGE-SENSITIVE 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 **SBC-PACIFIC AND NEVADA** and CLEC A. All Unbundled Local Switching (ULS) and Tandem Switching charges consist of both a set-up and a duration component. All Switched Transport charges consist of both a fixed and a variable mileage component. Charges for reciprocal compensation are pursuant to the agreements between the originating and terminating carriers. **SBC-PACIFIC AND NEVADA** will not bill compensation to other entities on behalf of the CLEC.

Local Calls-Intraoffice (end-users served by same SBC-PACIFIC switch):

1. CLEC A (UNE) ULS port originating and **SBC-PACIFIC AND NEVADA** port or CLEC Resale terminating:

   CLEC A is charged:
   ULS Intraoffice-Originating

2. **SBC-PACIFIC AND NEVADA** port or CLEC Resale originating and CLEC A (UNE) ULS-ST port terminating.

   No Charges Apply

3. CLEC A (UNE) port originating and CLEC B (UNE) terminating

   CLEC A is charged:
   ULS Intraoffice-Originating

   CLEC B is charged:
   No Charges Apply

4. CLEC A (UNE) port originating and CLEC A (UNE) port terminating

   CLEC A is charged:
   ULS Intraoffice-Originating

5. CLEC B (UNE) port originating and CLEC A (UNE) port terminating

   CLEC B is charged:
   ULS-Intraoffice Originating

CLEC A is charged:
No Charges Apply

Local Calls-Interoffice (different originating and terminating end-offices, but within same local service area):

6. CLEC A (UNE) ULS port originating and **SBC-PACIFIC AND NEVADA** or CLEC resale port terminating:

   CLEC A is charged:
   ULS Interoffice-Originating
   Switched Transport-Shared
   Reciprocal Compensation (equal to ULS Interoffice-Terminating)

7. **SBC-PACIFIC AND NEVADA** port or CLEC resale port originating and CLEC A (UNE) ULS port terminating

   No Charges Apply

8. CLEC A (UNE) port originating and CLEC B (UNE) terminating

   CLEC A is charged:
   ULS Interoffice-Originating
   Switched Transport-Shared

   CLEC B is charged:
   ULS Interoffice-Terminating

   CLEC A must deal directly with CLEC B for purposes of reciprocal compensation.

9. CLEC A (UNE) port originating and CLEC A (UNE) port terminating

   CLEC A is charged:
   ULS Interoffice-Originating
   Switched Transport-Shared
   ULS Interoffice-Terminating

10. CLEC B (UNE) port originating and CLEC A (UNE) port terminating

    CLEC B is charged:
    ULS-Interoffice Originating
    Switched Transport-Shared

CLEC A is charged:
ULS-Interoffice Terminating

CLEC B must deal directly with CLEC A for purposes of reciprocal compensation.

11. CLEC A (UNE) port originating to CLEC-owned switch Facilities-Based Network (FBN) terminating

CLEC A is charged:
ULS Interoffice-Originating
Switched Transport-Shared

CLEC A must deal directly with the CLEC FBN for purposes of reciprocal compensation.

12. CLEC (FBN) Originating to CLEC A (UNE) Terminating

CLEC A is charged:
ULS Interoffice-Terminating

CLEC FBN must deal directly with CLEC A for purposes of reciprocal compensation.

IntraLATA and InterLATA Toll Calls:

13. CLEC A (UNE) port originating to IXC

If call is routed to IXC POP via direct-route (IXC FGD Trunking at end-office providing port)

CLEC A is charged:
ULS Interoffice Originating

If call is routed to IXC POP via **SBC-PACIFIC AND NEVADA** Tandem

CLEC A is charged:
ULS Interoffice-Originating
Switched Transport-Common
Tandem Switching

14. IXC to CLEC A (UNE) port terminating

If call is routed from IXC POP via direct-route (IXC FGD Trunking at end office providing port)

CLEC A is charged:
ULS Interoffice-Terminating

If call is routed from IXC POP via **SBC-PACIFIC AND NEVADA** Tandem

CLEC A is charged:
ULS Interoffice Terminating
Switched Transport-Common
Tandem Switching

UNBUNDLED NETWORK ELEMENTS - Florida														UNE Rates Exhibit A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to AT&T.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																	
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.97	49.57	22.83	25.62	6.57						
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		77.09	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		33.12	33.12								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02									

UNBUNDLED NETWORK ELEMENTS - Florida														UNE Rates Exhibit A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	25.62	6.57						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		49.57	22.83	25.62	6.57						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		9.00	9.00								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	10.92	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45						
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.95	23.95								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	24.88	6.45						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.98	20.90	24.88	6.45						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		9.00	9.00								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		135.75	82.47								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.71	36.35								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.61	44.15								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63						

UNBUNDLED NETWORK ELEMENTS - Florida														UNE Rates Exhibit A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.19	40.39								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.12	40.39								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.12	40.39								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56						

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.11	49.74								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
	CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		97.21	42.47								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UCLMC		9.00	9.00								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.21	42.47								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL,USL	OCOSL		23.02									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.61	44.15								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.11	49.74								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.07	43.04								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						

UNBUNDLED NETWORK ELEMENTS - Florida														UNE Rates Exhibit A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	3 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
MAINTENANCE OF SERVICE																

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CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
		Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
		Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		487.23									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		6.25									
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		169.25									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		38.65									

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.96	51.84	13.44	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	9.37	55.91	17.51	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		77.09	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		33.12	33.12								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		23.95	23.95								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10.11	10.11								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10.11	10.11								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		15.58	15.58								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	18.02									
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Florida														UNE Rates Exhibit A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61						
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61						
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	~~Interoffice Channel - 2-Wire Voice Grade - per mile~~			~~U1TVX~~	~~1L5XX~~	~~0.0001~~										
	~~Interoffice Channel - 2-Wire Voice Grade - Facility Termination~~			~~U1TVX~~	~~U1TV2~~	~~25.32~~	~~47.35~~	~~31.78~~	~~18.31~~	~~7.03~~						
	~~Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile~~			~~U1TVX~~	~~1L5XX~~	~~0.0001~~										
	~~Interoffice Channel - 4-Wire Voice Grade - per mile~~			~~U1TVX~~	~~1L5XX~~	~~0.0001~~										
	~~Interoffice Channel - 4-Wire Voice Grade - Facility Termination~~			~~U1TVX~~	~~U1TV4~~	~~22.68~~	~~47.35~~	~~31.78~~	~~18.31~~	~~7.03~~						
	~~Interoffice Channel - 56 kbps - per mile~~			~~U1TDX~~	~~1L5XX~~	~~0.0001~~										
	~~Interoffice Channel - 56 kbps - Facility Termination~~			~~U1TDX~~	~~U1TD5~~	~~18.44~~	~~47.35~~	~~31.78~~	~~18.31~~	~~7.03~~						
	~~Interoffice Channel - 64 kbps - per mile~~			~~U1TDX~~	~~1L5XX~~	~~0.0001~~										
	~~Interoffice Channel - 64 kbps - Facility Termination~~			~~U1TDX~~	~~U1TD6~~	~~18.44~~	~~47.35~~	~~31.78~~	~~18.31~~	~~7.03~~						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1856										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	3.87										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56						
	~~Interoffice Channel - STS-1 - per mile~~			~~U1TS1~~	~~1L5XX~~	~~3.87~~										
	~~Interoffice Channel - STS-1 - Facility Termination~~			~~U1TS1~~	~~U1TF5~~	~~1,056.00~~	~~335.46~~	~~219.28~~	~~72.03~~	~~70.56~~						
	UNBUNDLED DARK FIBER - Stand Alone or in Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	26.85										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		751.34	193.88								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.92										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84						
	~~STS-1Unbundled Local Loop - per mile~~			~~UDL5X~~	~~1L5ND~~	~~10.92~~										
	~~STS-1 Unbundled Local Loop - Facility Termination~~			~~UDL5X~~	~~UDLS1~~	~~426.50~~	~~556.37~~	~~343.01~~	~~139.13~~	~~96.84~~						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	UNE Rates Exhibit A: Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	48.00	6.31						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	48.00	6.31						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	48.00	6.31						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.92										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	386.88	244.42	154.73	67.10	26.27						
	~~STS-1 Local Loop in combination - per mile~~			~~UNCSX~~	~~1L5ND~~	~~10.02~~										
	~~STS-1 Local Loop in combination - Facility Termination~~			~~UNCSX~~	~~UDLS1~~	~~426.60~~	~~244.42~~	~~154.73~~	~~67.10~~	~~26.27~~						
	~~Interoffice Channel in combination - 2-wire VG - per mile~~			~~UNCVX~~	~~1L5XX~~	~~0.0001~~										
	~~Interoffice Channel in combination - 2-wire VG - Facility Termination~~			~~UNCVX~~	~~U1TV2~~	~~25.32~~	~~94.70~~	~~52.59~~	~~45.28~~	~~18.03~~						
	~~Interoffice Channel in combination - 4-wire VG - per mile~~			~~UNCVX~~	~~1L5XX~~	~~0.0001~~										
	~~Interoffice Channel in combination - 4-wire VG - Facility Termination~~			~~UNCVX~~	~~U1TV4~~	~~22.58~~	~~94.70~~	~~52.59~~	~~45.28~~	~~18.03~~						
	~~Interoffice Channel in combination - 4-wire 56 kbps - per mile~~			~~UNCDX~~	~~1L5XX~~	~~0.0001~~										
	~~Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination~~			~~UNCDX~~	~~U1TD5~~	~~18.44~~	~~94.70~~	~~52.59~~	~~45.28~~	~~18.03~~						
	~~Interoffice Channel in combination - 4-wire 64 kbps - per mile~~			~~UNCDX~~	~~1L5XX~~	~~0.0001~~										
	~~Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination~~			~~UNCDX~~	~~U1TD6~~	~~18.44~~	~~94.70~~	~~52.59~~	~~45.28~~	~~18.03~~						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1856										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	3.87										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	~~Interoffice Channel in combination - STS-1 - per mile~~			~~UNCSX~~	~~1L5XX~~	~~3.87~~										
	~~Interoffice Channel in combination - STS-1 Facility Termination~~			~~UNCSX~~	~~U1TF6~~	~~1,056.00~~	~~320.00~~	~~138.20~~	~~38.60~~	~~18.81~~						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00									
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.92	23.82	2.07	0.80						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULD03, UE3, UNC3X	NRCC3		219.09	7.67	0.773	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	211.19	115.60	56.54	12.16	4.26						
	Voice Grade COCI in combination			UNCVX	1D1VG	1.38	6.71	4.84								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	6.71	4.84	0.00	0.00						
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	2.10	6.71	4.84	0.00	0.00						
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	2.10	6.71	4.84	0.00	0.00						
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	3.66	6.71	4.84	0.00	0.00						
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	3.66	6.71	4.84	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Florida

UNE Rates Exhibit A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	6.71	4.84	0.00	0.00						
	DS1 COCI in combination			UNC1X	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC	8.98	8.98										
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL	8.98	8.98										
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP	8.98	8.98										
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.63		1.63							
	DS1 DCS Termination with DS0 Switching					27.39	32.89	23.58	16.96	12.77						
	DS1 DCS Termination with DS1 Switching					11.70	25.07	15.76	13.05	8.86						
	DS3 DCS Termination with DS1 Switching					146.81	32.89	23.58	16.96	12.77						
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	16.35										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.07	43.04									
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67									
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.90	18.90									
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)															
	~~Commingled VG COCI~~			~~XDV2X~~	~~1D1VG~~	~~1.38~~	~~6.71~~	~~4.84~~	~~0.00~~	~~0.00~~						
	~~Commingled Digital COCI~~			~~XDV6X~~	~~1D1DD~~	~~3.10~~	~~6.71~~	~~4.84~~	~~0.00~~	~~0.00~~						
	~~Commingled ISDN COCI~~			~~XDD4X~~	~~UC1CA~~	~~3.66~~	~~6.71~~	~~4.84~~	~~0.00~~	~~0.00~~						
	~~Commingled 2-wire VG Interoffice Channel~~			~~XDV2X~~	~~U1TV2~~	~~25.32~~	~~94.70~~	~~52.50~~	~~45.28~~	~~18.03~~						
	~~Commingled 4-wire VG Interoffice Channel~~			~~XDV6X~~	~~U1TV4~~	~~22.58~~	~~94.70~~	~~52.50~~	~~45.28~~	~~18.03~~						
	~~Commingled 56kbps Interoffice Channel~~			~~XDD4X~~	~~U1TD5~~	~~18.44~~	~~94.70~~	~~52.50~~	~~45.28~~	~~18.03~~						
	~~Commingled 64kbps Interoffice Channel~~			~~XDD4X~~	~~U1TD6~~	~~18.44~~	~~94.70~~	~~52.50~~	~~45.28~~	~~18.03~~						
	~~Commingled VG/DS0 Interoffice Channel Mileage~~			~~XDV2X, XDV6X, XDD4X~~	~~1L5XX~~	~~0.0001~~										
	~~Commingled 2-wire Local Loop Zone 1~~		~~1~~	~~XDV2X~~	~~UEAL2~~	~~12.24~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled 2-wire Local Loop Zone 2~~		~~2~~	~~XDV2X~~	~~UEAL2~~	~~17.40~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled 2-wire Local Loop Zone 3~~		~~3~~	~~XDV2X~~	~~UEAL2~~	~~30.87~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled 4-wire Local Loop Zone 1~~		~~1~~	~~XDV6X~~	~~UEAL4~~	~~19.90~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						

UNBUNDLED NETWORK ELEMENTS - Florida														UNE Rates Exhibit A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	~~Commingled 4-wire Local Loop Zone 2~~		~~2~~	~~XDV6X~~	~~UEAL4~~	~~26.84~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled 4-wire Local Loop Zone 3~~		~~3~~	~~XDV6X~~	~~UEAL4~~	~~47.62~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled 56kbps Local Loop Zone 1~~		~~1~~	~~XDD4X~~	~~UDL56~~	~~22.20~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled 56kbps Local Loop Zone 2~~		~~2~~	~~XDD4X~~	~~UDL56~~	~~31.56~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled 56kbps Local Loop Zone 3~~		~~3~~	~~XDD4X~~	~~UDL56~~	~~55.00~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled 64kbps Local Loop Zone 1~~		~~1~~	~~XDD4X~~	~~UDL64~~	~~22.20~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled 64kbps Local Loop Zone 2~~		~~2~~	~~XDD4X~~	~~UDL64~~	~~31.56~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled 64kbps Local Loop Zone 3~~		~~3~~	~~XDD4X~~	~~UDL64~~	~~55.00~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled ISDN Local Loop Zone 1~~		~~1~~	~~XDD4X~~	~~U1L2X~~	~~10.28~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled ISDN Local Loop Zone 2~~		~~2~~	~~XDD4X~~	~~U1L2X~~	~~27.40~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	~~Commingled ISDN Local Loop Zone 3~~		~~3~~	~~XDD4X~~	~~U1L2X~~	~~48.62~~	~~127.50~~	~~60.54~~	~~48.00~~	~~6.31~~						
	Commingled DS1 COCI			XDH1X	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74	1.50	1.34						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/~~STS-1 Local Loop Mileage~~			HFQC6, ~~HFRST~~	1L5ND	10.92										
	~~Commingled STS-1 Local Loop~~			~~HFRST~~	~~UDL51~~	~~426.60~~	~~244.42~~	~~154.73~~	~~67.10~~	~~26.27~~						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
	~~Commingled STS-1Interoffice Channel~~			~~HFRST~~	~~U1TFS~~	~~1,056.00~~	~~320.00~~	~~138.20~~	~~38.60~~	~~18.81~~						
	~~Commingled STS-1Interoffice Channel Mileage~~			~~HFRST~~	~~1L5XX~~	~~3.87~~										
	~~Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof~~			~~HEQDL~~	~~1L5DF~~	~~26.85~~										
	~~Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof~~			~~HEQDL~~	~~UDF14~~		~~751.34~~	~~193.88~~								
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.000852										
	LNP Service Establishment Manual						13.83	13.83	12.71	12.71						
	LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,820.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.14									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.66									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	178.80										
	Service Order Charge			9PBDC	9PBSC		11.90									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	UNE Rates Exhibit B: Incremental Charge - Manual Svc Order vs. Electronic- 1st	UNE Rates Exhibit B: Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.30										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.80										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	20.94										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.30										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.80										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	20.94										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.49										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.76										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.50										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.49										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.76										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.50										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	81.35										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	115.62										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	205.15										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.56										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	444.91										
	~~High Capacity Unbundled Local Loop - STS-1 - Per Mile per month~~			~~UDLSX~~	~~1L5ND~~	~~12.56~~										
	~~High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month~~			~~UDLSX~~	~~UDLS1~~	~~490.59~~										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	101.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1231.65										
	~~Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month~~			~~U1TS1~~	~~1L5XX~~	~~4.46~~										
	~~Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination~~			~~U1TS1~~	~~U1TFS~~	~~1214.40~~										
	UNBUNDLED DARK FIBER - Stand Alone or in Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	30.88										
ENHANCED EXTENDED LINK (EELs)																

UNBUNDLED NETWORK ELEMENTS - Florida														UNE Rates Exhibit B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates ($)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.56										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	444.91										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.45										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1231.65										
	~~EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT~~																
		~~STS-1 Local Loop in combination - per mile per month~~			~~UNCSX~~	~~1L6ND~~	~~12.56~~										
		~~STS-1 Local Loop in combination - Facility Termination per month~~			~~UNCSX~~	~~UDLS1~~	~~490.59~~										
		~~Interoffice Transport - Dedicated - STS-1 combination - per mile per month~~			~~UNCSX~~	~~1L5XX~~	~~4.45~~										
		~~Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month~~			~~UNCSX~~	~~U1TFS~~	~~1214.40~~										

APPENDIX HOSTING

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APPENDIX HOSTING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which **SBC-AMERITECH** (the Hosting Company) will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).

1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").

1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.

1.3 SBC Communications Inc. (SBC), Inc., 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, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.5 As used herein, **SBC-IL** means the applicable above listed ILEC(s) doing business in Illinois.

1.6 As used herein, **SBC-MI** means the applicable above listed ILEC(s) doing business in Michigan.

1.7 The prices at which **SBC-AMERITECH** agrees to provide CLEC Hosting responsibilities are contained in the Exhibit A of the Appendix..

2. DEFINITIONS

2.1 **"Bellcore 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 Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.

2.2 **"Centralized Message Distribution System" (CMDS)** – means all the applications located in the Telcordia Technologies St. Louis facility are used for the exchange of data between LECs that are Direct Participants of the systems.

2.3 **"Direct Participants" (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:

2.3.1 New England Telephone Company
2.3.2 New York Telephone Company
2.3.3 Bell Atlantic, NJ
2.3.4 Bell Atlantic, PA
2.3.5 Bell Atlantic, DE
2.3.6 Bell Atlantic, DC
2.3.7 Bell Atlantic MD
2.3.8 Bell Atlantic VA
2.3.9 Bell Atlantic WV
2.3.10 Southern Bell Telephone Company
2.3.11 South Central Bell Telephone Company
2.3.12 Ohio bell Telephone Company (Ameritech)
2.3.13 Michigan Bell Telephone Company (Ameritech)
2.3.14 Indiana Bell Telephone Company (Ameritech)
2.3.15 Illinois Bell Telephone Company (Ameritech)
2.3.16 Wisconsin Bell Telephone Company (Ameritech)
2.3.17 Northwestern Bell Telephone Company
2.3.18 Southwestern Bell Telephone company
2.3.19 Mountain Bell Telephone Company
2.3.20 Pacific Bell Telephone Company
2.3.21 Nevada Bell Telephone Company
2.3.22 Southern New England Telephone Company
2.3.23 Cincinnati Bell Telephone Company

2.4 **"Exchange Message Interface (EMI)"** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.

2.5 "**Full Status Revenue Accounting Office (RAO)**" – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.

2.6 **"Intercompany Settlements"** (ICS) - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.

2.7 **"Local Exchange Carriers (LECs)** or "**Exchange Carriers (ECs) "** - facilities-based providers of local telecommunication services.

2.8 "**Message Distribution (Transmission)"** is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.

2.9 "**Non-Intercompany Settlement (NICS)"** (**SBC-AMERITECH** only) is a revenue exchange process for messages which originate from CLEC and bill to **SBC-AMERITECH** and message which originate from **SBC-AMERITECH** and bill to CLEC. NICS message must originate and bill within the same **SBC-AMERITECH** Company.

2.10 "**Non-Full Status Revenue Accounting Office (RAO)**" - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.

3.2 When CLEC delivers to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data

from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

3.4 For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

4.1 (**SBC-AMERITECH**) Monthly Billing

4.1.1 Each month, **SBC-AMERITECH** shall calculate the total amount due. This calculation will include:

4.1.1.1 Transmission fee

4.1.1.2 ICS settlement processing fee

4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C).

4.1.3 **SBC-AMERITECH** shall provide collection and distribution of messages that are designated to be delivered to the CLEC.

4.1.4 **SBC-AMERITECH** shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.

4.1.5 CLEC must provide **SBC-AMERITECH** a Non-Hosted Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). **SBC-AMERITECH**

will advise Telcordia Technologies to convert the RAO code to a hosted status.

4.1.6 For out-of- **SBC-AMERITECH** region properties, CLEC must provide to **SBC-AMERITECH** a Full-Status Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore) for each geographical area in which the Customer operates. For properties within the **SBC-AMERITECH** region, CLEC must negotiate an acceptable RAO code with **SBC-AMERITECH**.

4.1.7 CLEC subscribing to Hosting services with **SBC-AMERITECH** prior to the effective date of this agreement and sharing an **SBC-AMERITECH** RAO may continue this service using **SBC-AMERITECH** RAO. One exception is when the CLEC is providing Hosting service using **SBC-AMERITECH** as an intermediary. In this situation, a Full Status RAO is required.

4.1.8 If access records are received from the CMDS system, **SBC-AMERITECH** shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records. Should CLEC desire collection and distribution of in **SBC-AMERITECH** region records, such services shall be covered by the Meet Point Billing arrangement as described in the Appendix Reciprocal Compensation of this Agreement.

ILEC - 4.1.9 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both **SBC-AMERITECH** and CLEC shall send/receive data in EMI format. **SBC-AMERITECH** and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.

4.1.10 CLEC may return to **SBC-AMERITECH** any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by **SBC-AMERITECH** and the charges therefore deducted for reimbursement amount owing to **SBC-AMERITECH**. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.1.11 CLEC may request changes to existing services and/or the provision of new services pursuant to the procedures detailed in Exhibit B.

4.2 (**SBC-AMERITECH**) –INTERCOMPANY SETTLEMENT (ICS)

4.2.1 **SBC-AMERITECH** will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:

4.2.1.1 The call must be transported by a LEC.

4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated.

4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.

4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between **SBC-AMERITECH** and CLEC. ICS settlement will be incorporated in to the CLEC's monthly invoice.

(ILEC only)

4.3 (**SBC-AMERITECH**) NON-INTERCOMPANY SETTLEMENT (NICS)

4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by **SBC-AMERITECH** and billed by the CLEC, or messages originated by the CLEC and billed by **SBC-AMERITECH** within the same **SBC-AMERITECH** Ameritech State. For example, an alternately billed call originating within **SBC-IL** territory and billed to a CLEC within **SBC-IL** would be covered by this section; a call originating within **SBC-MI** but billing outside of **SBC-MI** would not be NICS.

4.3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.

4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between **SBC-AMERITECH** and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

4.3.4 CLECs subscribing to Hosting services with **SBC-AMERITECH** prior to the effective date of this agreement and sharing an **SBC-AMERITECH** RAO, may continue this service using **SBC-AMERITECH**'s RAO. One exception is when the CLEC is providing Hosting service using **SBC-AMERITECH** as an intermediary. In this situation, a Full Status RAO is required.

4.3.5 For calls originating and billing within a non-**SBC-AMERITECH**, CLEC should obtain NICS or equivalent agreements with the LECs in that state.

5. BASIS OF COMPENSATION

5.1 CLEC shall pay a one-time set-up charge, half (½) due at contract signing and half (½) due with first billing and for services as set forth in Exhibit A, Price Schedule.

5.2 CLEC shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in Exhibit A. Payments shall be due within thirty (30) days of the date of the invoice. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgement that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252 (i) and is consistent with Applicable Law.

Exhibit A
Hosting Price Schedule
SBC-AMERITECH

1. Start-Up Fee $16,000

   One time fee for enabling the **SBC-AMERITECH** billing systems to accept CLEC's data and aggregate for distribution.

   Included in the startup fee is one training session for HOSTING.

2. Basic Price Components

   A. Message distribution fees:
      Monthly transmission fee $250

   B. ICS Settlement
      Monthly settlement processing fee $200

3. Consulting $150/hour

   Hourly rate for customer requesting additional assistance outside of the daily exchange of data i.e. additional training or CLEC processing problems. (There is a minimum two (2) hour charge for each request)

Exhibit B
Change Request by Carrier
SBC-AMERITECH

1. For purposes of this Exhibit, Interfacing Company shall mean Ameritech.

2. When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.

3. Change Requests:

   - Both parties must agree that the specification accurately describe the work to be performed. CLEC will authorize the specifications in writing.

   - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.

   - CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.

   - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.

4. General:

   - Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.

   - CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.

   - For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.

5. System Embargo:

   - Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been

received. Change requests received during an embargo will be handled on an individual case basis.

APPENDIX DIGITAL SUBSCRIBER LINE
(Including Line Sharing or HFPL)

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable AT&T Inc. owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).

1.2 AT&T Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan , Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas, and and/or Wisconsin Bell, Inc. d/b/a Ameritech AT&T Wisconsin.

1.3 As used herein, **SBC-12STATE** means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.4 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

1.5 The prices at which **SBC-12STATE and AT&T** agree to provide CLEC with xDSL compatible loops and HFPL are contained in the applicable Appendix **(SBC-12STATE)** or UNE Rates Exhibit A **(AT&T)** and/or the applicable Commission ordered tariff where stated.

1.6 The prices, terms, and conditions herein are not applicable in **SNET**. **SNET**'s unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.

1.7 **SBC-12STATE and AT&T** agree to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in

conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

1.8 As used herein, AT&T Florida ("AT&T") means the applicable above-listed ILEC doing business in Florida.

2. DEFINITIONS

2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from **AT&T**'s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **AT&T**'s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be requested through the BFR process. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **SBC-12STATE** shall only make the HFPL available to CLEC in those instances where **SBC-12STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop

facility to the same end user. In cases where either (1) CLEC has agreed with a carrier other than **AM-IL** or **AM-MI** or **AM-WI** that CLEC will provide data services over the same loop on which that carrier is providing voice service or (2) CLEC desires to provide both voice and data services over the same loop obtained from **AM-IL** or **AM-MI** or **AM-WI**, **AM-IL** or **AM-MI** or **AM-WI** need not provide a splitter if the respective State Commission does not establish a regulatory requirement that **AM-IL** or **AM-MI** or **AM-WI** do so.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.

2.7 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

2.8 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.9 "xDSL Capable Loop" is a loop that a CLEC may use to deploy xDSL technologies.

2.10 "Acceptance Testing" shall be defined as the joint testing between **AT&T**'s Technician, its CLEC Service Assurance Center (CSAC), and the CLEC's designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.

2.11 "Cooperative Testing" is the joint testing between an AT&T technician, AT&T CSAC technician, and a designated CLEC test representative, during the maintenance cycle of xDSL loops.

2.12 "Line Share Turn-Up Test" shall be defined as the testing for HFPL by **SBC-12STATE** as more specifically described in Section 8.

2.13 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("Plan of Record" or "POR") refers to **SBC-12STATE**'s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.

2.14 The "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

2.15 Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

3.1 Unless otherwise noted, all references to "loop" in Sections 3.1 - 3.8 includes **SBC-12STATE**'s and **AT&T**'s HFPL offerings unless otherwise noted.

3.2 **SBC-12STATE and AT&T** will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **SBC-12STATE and AT&T** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-12STATE** and **AT&T** do not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.

3.3 Neither **SBC-12STATE** nor **AT&T** shall deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-12STATE or AT&T, as applicable,** has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to **SBC-12STATE** or AT&T, as applicable, and the state commission before or at the time of its request to deploy such technology within **SBC-12STATE or Florida**. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

3.5 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.6 Liability

3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC, **SBC-12STATE or AT&T**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **SBC-12STATE** or **AT&T** facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.

3.6.2 For any technology, CLEC's use of any **SBC-12STATE** or **AT&T** network element, or its own equipment or facilities in conjunction with any **SBC-12STATE** or **AT&T** network element, will not materially interfere with or impair service over any facilities of **SBC-12STATE or AT&T**, its affiliated companies or connecting and concurring carriers involved in **SBC-12STATE** or **AT&T** services, cause damage to **SBC-12STATE or AT&T**'s plant, impair the privacy of a communications carried over **SBC-12STATE or AT&T**'s facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, **SBC-12STATE** or **AT&T**, as applicable, may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, **SBC-12STATE** and **AT&T** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If **SBC-12STATE** or **AT&T** reasonably believes the CLEC has not sufficiently demonstrated that their use of the network element is not the cause of such harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this

Agreement. Any claims of network harm by **SBC-12STATE** or **AT&T** must be supported with specific and verifiable supporting information.

3.7 Indemnification

3.7.1 Covered Claim: Notwithstanding any other provisions of this Agreement, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee (i.e., **SBC-12STATE or AT&T,** as applicable) and Indemnitee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user.
Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.6.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.7.2 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge

relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.3 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability and in any case in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnitee's liability.

3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges called unbundled loop modification, and will be performed at CLEC's request. The rates set forth in UNE Rates Exhibit A shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN): A 2-Wire Digital Loop for purposes of this Section supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in UNE Rates Exhibit A.

4.1.3 **SBC-SWBT & SBC-AMERITECH ONLY**
IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and

therefore this offering may not be available in all areas. The rates set forth in Appendix Pricing shall apply to this IDSL Loop.

4.1.4 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, called unbundled loop modification, and will be performed at CLEC's request. The rates set forth in UNE Rates Exhibit A shall apply to this 4-Wire xDSL Loop.

4.1.5 Sub-Loop: In locations where **SBC-12STATE** or **AT&T** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-12STATE** or **AT&T,** as applicable, will make the following options available to CLEC:

4.1.5.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **SBC-12STATE** or **AT&T,** as applicable, to make copper facilities available (subject to Section 4.6 below).

4.1.5.2 The CLEC has the option of collocating a DSLAM in **SBC-12STATE's** or **AT&T**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **SBC-12STATE's** or **AT&T's** RTs, **SBC-12STATE** or **AT&T,** as applicable, will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

4.1.5.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-12STATE** has placed a DSLAM in the RT, **SBC-12STATE** must unbundle and provide access to its packet switching. **SBC-12STATE** is relieved of this unbundling obligation only if it permits the requesting CLEC to collocate its DSLAM in **SBC-12STATE**'s remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix Pricing shall apply to this subloop.

4.1.6 When **SBC-12STATE** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide **SBC-12STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes.

4.1.6.1 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

4.2 When **SBC-12STATE** traditional retail POTS services are disconnected, **SBC-12STATE** will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Appendix Pricing. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.

4.3 **SBC-12STATE** shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

4.4 Consistent with 2.4, HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **SBC-13STATE** is not the retail POTS provider.

4.5 Neither **SBC-12STATE nor AT&T** shall be required to provide narrowband service to CLEC "A" and broadband service to CLEC "B" on the same loop. Any line sharing between two CLECs shall be accomplished between those parties and shall not utilize any **SBC-12STATE or AT&T** splitters, equipment, cross connects or OSS systems to facilitate line sharing between such CLECs.

4.6 Neither **SBC-12STATE nor AT&T** shall be under an obligation to provision xDSL capable loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of unbundled loop modification should be performed. CLEC shall pay **SBC-12STATE or AT&T,** as applicable, for unbundled loop modification performed at CLEC's request pursuant to Sections 7.1 and 7.2 below.

4.7 INTENTIONALLY LEFT BLANK

4.8 Neither **SBC-12STATE nor AT&T** will deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.8.1 INTENTIONALLY LEFT BLANK.

4.8.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-12STATE and AT&T** will provide a loop to support the new technology for CLEC as follows:

4.8.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-12STATE** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.8.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Appendix), CLEC may submit a request for a new loop type through the BFR Process.

4.8.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-12STATE, AT&T** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-12STATE, AT&T** or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that **SBC-12STATE, AT&T** or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its

customers to technologies that will not significantly degrade the performance of such services.

4.8.3 Each Party must abide by applicable State Commission or any applicable FCC-approved spectrum management standards. **Neither SBC-12STATE nor AT&T** will impose its own standards for provisioning xDSL services. However, **SBC-12STATE and AT&T** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

4.9 Line Splitting

4.9.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

4.9.2 Line Splitting – UNE-L. If CLEC provides its own switching or obtains switching from a third party, CLEC may engage in line splitting arrangements with another CLEC using a splitter, provided by CLEC, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

4.9.3 Provisioning Line Splitting and Splitter Space – UNE-L

4.9.3.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When CLEC owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

4.9.3.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

4.9.4 CLEC Provided Splitter – Line Splitting – UNE-L

4.9.4.1 To order High Frequency Spectrum on a particular Loop, CLEC must have a DSLAM collocated in the central office that serves the End User of such Loop.

4.9.4.2 CLEC may purchase, install and maintain central office POTS splitters in its collocation arrangements. CLEC may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

4.9.4.3 Any splitters installed by CLEC in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. CLEC may install any splitters that AT&T deploys or permits to be deployed for itself or any BellSouth affiliate.

4.9.5 Maintenance – Line Splitting – UNE-L

4.9.5.1 AT&T will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

4.9.6 Indemnification

4.9.6.1 CLEC shall indemnify, defend and hold harmless AT&T from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by AT&T's gross negligence or willful misconduct.

4.9.7 Network Modifications

4.9.7.1 AT&T must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with the terms and conditions of the Appendix Collocation in this Agreement. When virtually collocated, **SBC-12STATE** or **AT&T,** as applicable, will install, provision and maintain splitters under the terms of Appendix Virtual Collocation of this Agreement.

5.2 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the Appendix Collocation terms and conditions in this Agreement or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually

collocated, **SBC-12STATE** or **AT&T** will install the splitter in an **SBC-12STATE** or **AT&T** bay and **SBC-12STATE** or **AT&T**, as applicable, will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard AT&T configuration cabling and wiring in **SBC-12STATE and AT&T** locations Connecting Block layouts will reflect standard recognizable arrangements that will work with the applicable **SBC-12STATE or AT&T** Operations Support Systems ("OSS").

5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

6.1 General: **AT&T** will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **AT&T**'s Loop MakeUp CLEC Information Package, which is posted on www.wholesale.att.com. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that **AT&T** is providing any other CLEC and/or **AT&T**'s retail operations or its advanced services affiliate.

6.2 SBC-12STATE only, Loop Pre-Qualification: Subject to 6.1 above, **SBC-12STATE**'s pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **SBC-12STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

*6.3 Loop Qualification: Subject to 6.1 above, **SBC-12STATE** will develop and deploy

* This Section 6.3 in entirety is available only in the state of Wisconsin. The Parties agree that his language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Wisconsin Public Service Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with between McLeodUSA Telecommunications Services, Inc. and Wisconsin Bell Telephone

enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **SBC-12STATE's** retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. Regardless of the method of access, CLEC shall be provided with access to all available loop qualification information in the databases or internal records of **SBC-12STATE**, in the same time intervals that information is available to any **SBC-12STATE** personnel, regardless of whether **SBC-12STATE**'s retail arm or advanced services affiliate has access to such information. CLEC will be billed a loop qualification charge for each xDSL capable loop order submitted at the interim rate set forth in Section 6.3.4 below and subject to the terms and conditions set forth in such Section.

6.3.1 (Reserved).

6.3.2 (Reserved).

6.3.3 (Reserved).

6.3.4 In SBC-12STATE only, Interim Rate(s) for Loop Qualification: The Parties acknowledge and agree that the Commission, in its Arbitration Award in Docket No. 05-MA-128 ("the Arbitration Award"), found that the Wisconsin Public Service Commission ("Commission") is addressing the issue of the appropriate charge(s) for loop qualification in Docket No. 6720-TI-161, pending the Commission's review of an **AM-WI** cost study for loop qualification. In its Arbitration Award, the Commission found that in the interim, prior to the Commission establishing a final rate for loop qualification in Docket No. 6720-T1-161, **AM-WI** shall respond to a request for loop qualification at no charge, regardless of whether the actual **AM-WI** response to the request is on a mechanized or manual basis. The Commission further found in its Arbitration Award that **AM-WI** shall keep track of its responses to CLEC's requests for loop qualification, and that the final rate established by the Commission in Docket No. 6720-T1-161 shall retroactively apply back to the Effective Date of this Agreement. Accordingly, the Parties understand and agree that the interim rate of $0.00 herein for manual or mechanized loop qualification requests will be in effect only until the effective date of the Commission's order establishing final rates in Docket No. 6720-T1-161, or another appropriate docket established by the Commission to investigate and establish final rates for loop qualification. Upon the effective date of the Commission's order establishing

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Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

final loop qualification rates ("Order"), those final rates will automatically replace the interim loop qualification rate(s) contained in this Agreement and, as soon as practicable after such final rates become effective, but in any event within sixty (60) days of the effective date of such Order, the Parties shall retroactively "true-up" the interim rates paid and received hereunder back to the Effective Date of this Agreement and shall negotiate and submit for approval a conforming Amendment to this Agreement to reflect the final loop qualification rate(s) established by the Commission in its Order.

6.4 In SBC-12STATE only, All loop qualification is subject to the following:

6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.

6.4.2 If a CLEC elects to have **SBC-12STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **SBC-12STATE**'s affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **SBC-12STATE** perform unbundled loop modification at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For HFPL, if CLEC's requested unbundled loop modification will degrade the customer's analog voice service, **SBC-12STATE** is not required to condition the loop. However, should **SBC-12STATE** refuse the CLEC's request to condition a loop, **SBC-12STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING (AT&T)

7.1 Provisioning: **AT&T** will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **AT&T** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. Maintenance will be performed based on the technical specifications of the loop type..

7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning **AT&T** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Unbundled loop modification may be

ordered on loop(s), subloop(s), or HFPL 18,000 feet or less at the unbundled loop modification rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Interval Guide, found in the Local Ordering Handbook (LOH), found at www.wholesale.att.com, specifies subloop provisioning intervals.

7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be as set forth in The Interval Guide.

7.3.2 For CLEC orders of more than 20 xDSL capable loops per order or per end user location where no conditioning is requested, the provisioning and installation interval will be as set forth in The Interval Guide.

7.3.3 The provisioning and installation interval for xDSL-capable loops where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be as set forth in The Interval Guide.

7.3.4 Orders for more than 20 xDSL-capable loops per order which require conditioning will have a provisioning and installation interval as set forth in The Interval Guide.

7.3.5 Orders to convert existing stand-alone DSL capable UNE loops to line shared loops, regardless of quality, will be handled as Special Projects. The interval for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.

7.3.6 The provisioning and installation interval for the HFPL UNE, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL UNE), on orders for 1-24 loops per order or per end-user location, will be as set forth in The Interval Guide.

7.3.7 For CLEC orders of 25-48 HFPL per order or per end-user customer location where no conditioning is requested, the provisioning and installation interval will be as set forth in by The Interval Guide or as agreed upon by the parties.

7.3.8 For CLEC orders of 48 up to 99 HFPL per order or per end-user location where no conditioning is requested, the provisioning and installation interval will be as set forth in The Interval Guide, or as agreed by the Parties.

7.3.9 For CLEC orders of more than 99 HFPL per order or per end-user location where no conditioning is requested, the provisioning and installation interval will be as as set forth in The Interval Guide.

7.3.10 The provisioning and installation intervals for the HFPL UNE where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-24 HFPL per order or per end-user customer location, will be as set forth in The Interval Guide.

7.3.11 For CLEC orders of more than 24 HFPL per order or per end-user location where conditioning is requested, the provisioning and installation interval will be as as set forth in The Interval Guide.

7.3.12 INTENTIONALLY LEFT BLANK.

7.3.13 (Reserved).

7.3.14 (Reserved).

7.3.15 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing UNE Rates Exhibit A and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

7.3.16 INTENTIONALLY LEFT BLANK

7.3.17 (Reserved).

8. TESTING (AT&T)

8.1 INTENTIONALLY LEFT BLANK

8.2 AT&T performs Acceptance Testing on all xDSL loops. Acceptance Testing will be conducted at the time of installation of the service request.

8.3 Acceptance Testing Procedure:

8.3.1 Upon delivery of a loop to/for the CLEC, **AT&T**'s field technician will call the CSAC and the CSAC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.(e.g., verifying basic metallic loop parameters, including proof of continuity and pair balance.)

8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **AT&T** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

8.3.1.2 Intentionally left blank.

8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide **AT&T** with a confirmation number and **AT&T** will complete the order.

8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the CSAC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **AT&T** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **AT&T** with a confirmation number and **AT&T** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **AT&T** will still close the order. **AT&T** will not complete an order that fails Acceptance Testing.

8.3.4 INTENTIONALLY LEFT BLANK

8.3.5 **AT&T** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **AT&T** may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.

8.4 INTENTIONALLY LEFT BLANK

8.5 COOPERATIVE TESTING: (AT&T)

8.5.1 **AT&T** and CLEC agree to implement Cooperative Testing during the repair and maintenance cycle of xDSL capable loops delivery.

8.5.2 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.

8.5.3 If the trouble ticket was opened without a request for Cooperative Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

8.5.4 Cooperative Testing Procedure:

8.5.4.1 The **AT&T** field technician will call the CSAC and the CSAC will contact the CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.5.4.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report.

8.5.4.3 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the CSAC technician will take any reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the CSAC will contact the CLEC for another cooperative testing.

8.5.4.4 **AT&T** will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **AT&T** may then close the trouble ticket.

8.6 If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges as described in the FCC No. 1 Tariff.

8.7 Line Sharing Turn-Up Testing Procedures:

8.7.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by **SBC-12STATE**'s central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

8.7.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

8.7.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 8.6.1 above.

9. MAINTENANCE /SERVICE ASSURANCE

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9.3 AT&T will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals **AT&T** provides its broadband customers.

9.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to **AT&T** and the problem is determined to be in the CLEC's network, the CLEC will pay **AT&T** the Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC No.1 Tariff.

9.3.2 INTENTIONALLY LEFT BLANK

9.3.3 CLEC-owned line splitters

9.3.3.1 If **AT&T** isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by the CLEC data equipment or splitter, **AT&T** will notify the CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble and AT&T will charge CLEC a

Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC No.1 Tariff.

9.3.4 Either Party may offer the End User the option of restoring the POTS line. If the End User chooses to have the POTS line restored until such time as the HFPL problem can be corrected and notifies either CLEC or **SBC-12STATE**, the contacted Party will notify the other and provide contact names prior to **SBC-12STATE** "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

9.3.5 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **SBC-12STATE** to restore the HFPL portion of the loop.

9.3.6 In the event the trouble is identified and corrected in the CLEC equipment, **AT&T** will charge CLEC a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC No.1 Tariff. In response to a trouble ticket initiated by CLEC where **AT&T** determines in error that the trouble is in CLEC's network, and CLEC subsequently finds the trouble resides in **AT&T** network, CLEC may file a request through the billing dispute process.

9.4 INTENTIONALLY LEFT BLANK

9.5 INTENTIONALLY LEFT BLANK

*9.6 CLEC hereby agrees to assume any and all liability for which it is directly responsible in connection with any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **SBC-12STATE** facilities caused by CLEC.

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* This Section 9.6 in entirety is available only in the state of Wisconsin. The Parties agree that his language is a non-voluntary offering by **AM-WI** and consistent with the following order: Order of the Wisconsin Public Service Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with between McLeodUSA Telecommunications Services, Inc. and Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

9.7 **AT&T** will guarantee basic metallic loop parameters for xDSL-based or other advanced services, including continuity and pair balance.

10. INTENTIONALLY LEFT BLANK

11. RESERVATION OF RIGHTS

11.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above 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 the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7,1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. 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 interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual

appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

APPENDIX LIDB – AS

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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 CLEC.

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, **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 the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

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

1.7 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.

1.8 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

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 **"Data Owner"** means a telecommunications company, including **SBC-13STATE** 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 Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an **SBC-12STATE** STP to the SCP where LIDB resides and back.

2.6 **"Validation Information"** means a Data Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

3.1 **SBC-12STATE**'s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide **SBC-12STATE** with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. **SBC-12STATE**'s LIDB is also connected directly to an adjunct fraud monitoring system.

3.2 From time-to-time, **SBC-12STATE** enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access, create, modify or update CLEC's Line Record Information in LIDB when such records are associated with CLEC's subscriber accounts that are provided only on CLEC's own end office switch.

4.2 CLEC cannot use any of the unbundled, electronic interfaces **SBC-12STATE** provides under this Appendix to access any Line Records CLEC might have in **SBC-12STATE**'s LIDB that are administered by a company other than CLEC. This includes, but is not limited to, **SBC-12STATE** retail accounts, CLEC's accounts administered by **SBC-12STATE** based on Local Service Requests, and resold accounts.

4.3 Electronic Interfaces - Where available, **SBC-12STATE** 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 CLECs with unbundled access to **SBC-12STATE**'s LIDB administrative systems that is equivalent to **SBC-12STATE**'s own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB administrative system. **SBC-SWBT** also provides the Service Order Entry Interface to requesting CLECs that use **SBC-SWBT**'s UNE local switch ports. **PACIFIC**, **SBC-AMERITECH**, and **SNET** 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 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide **SBC-12STATE** with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to **SBC-12STATE**'s Service Order Entry Interface. CLEC does not gain access to any interface, database, operations support system, or other SMS.

4.3.1.3 **SBC-12STATE** will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for **SBC-12STATE** to provide CLEC with Data Base Administration and Storage.

4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a **SBC-12STATE**'s LIDB administrative system or CLEC can choose to use this interface in conjunction with the Interactive Interface that **SBC-12STATE** provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use.

4.3.1.5 CLEC understands and agrees that its access to **SBC-12STATE**'s LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to **SBC-12STATE** for administration.

4.3.2 Interactive Interface

4.3.2.1 The Interactive Interface provides CLEC with unbundled access to **PACIFIC**'s and **SBC-SWBT**'s LIDB administrative systems that is equivalent to **PACIFIC**'s and **SBC-SWBT**'s access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform all of the data administration tasks **PACIFIC**'s and/or **SBC-SWBT**'s LIDB DBAC personnel can perform on **PACIFIC**'s and/or **SBC-SWBT**'s own Line Records. **SBC-AMERITECH** and **SNET** will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

4.3.2.2 CLEC's access to the LIDB administrative system through the Interactive Interface will be limited to CLEC's subscribers' Line Records that are not assigned to **PACIFIC** and/or **SBC-SWBT** for administration.

4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB administrative system. CLEC does not gain access to any interface, database, operations support system, or other SMS through this Appendix.

4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.

4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that **SBC-12STATE** provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any

data administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

4.4 Tape Load Facility Interface

4.4.1 Tape Load Facility Interface provides CLEC with unbundled access to Tape Load facilities in those **SBC-12STATE** ILECs that use such facilities to load data into LIDB and/or the LIDB administrative system. **SBC-SWBT** is the only **SBC-12STATE** ILEC that uses Tape Loads.

4.4.2 Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into a LIDB administrative system and/or LIDB.

4.4.3 Tape Load Facility Interface is available only for special occurrences, such as CLEC's initial load of data, updating CLEC's entire data store for a new LIDB capability, and when CLEC's updates exceed one hundred thousand (100,000) Line Records over and above CLEC's normal daily update processing.

4.4.4 CLEC can choose one of two options for using the Tape Load Facility Interface. These options are the Single Tape Option and the Multiple Tape Option.

4.4.5 Single Tape Option

4.4.5.1 CLEC will create and deliver one set of tape(s) to **SBC-SWBT**'s Line Validation Administration System (LVAS) System Administrator. Upon receipt of the tapes, **SBC-SWBT** will load CLEC's updates into LVAS. CLEC will limit each tape to 500,000 (five hundred thousand) Line Records or less. **SBC-SWBT** will use these tapes to update or create CLEC's records in LVAS. **SBC-SWBT** will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible.

4.4.5.2 **SBC-SWBT** will provide CLEC with record format and hardware requirements for such tapes and CLEC will comply with such documentation in creating its tapes. **SBC-SWBT** will also provide CLEC with the name and address of **SBC-SWBT**'s LVAS System Administrator to whom CLEC will deliver the tapes.

4.4.6 Multiple Tape Option

4.4.6.1 The multiple tape option allows CLEC to bypass the update limitations of the LVAS-to-LIDB interface in the single tape option. It requires CLEC to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, **SBC-SWBT** will load CLEC's updates directly into LIDB and LVAS. CLEC will provide **SBC-SWBT** with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. **SBC-SWBT** will provide CLEC with record format and hardware requirements for the tape load as well as the name and address where CLEC will deliver each set of tapes.

4.4.6.2 **SBC-SWBT** and CLEC will negotiate mutually agreed upon dates and times for tape loads of CLEC's data.

4.4.6.3 CLEC will use the Tape Load Facility Interface only for CLEC's subscribers' Line Records. CLEC will not use the Tape Load Facility Interface to modify any Group Record nor will CLEC use the Tape Load Facility to modify any Line Record belonging to another Data Owner.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides CLEC with unbundled access to **SBC-12STATE**'s LIDB Editor that is equivalent to **SBC-12STATE**'s manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. **SBC-12STATE** will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB administrative system.

4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized **SBC-12STATE** employees. CLEC will have access to such **SBC-12STATE** employees only for the same purposes that **SBC-12STATE** has access to LIDB Editor.

4.5.3 **SBC-12STATE** limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to **SBC-12STATE** at the time CLEC makes its update request. CLEC and **SBC-12STATE** will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.

4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method CLEC uses for its ongoing Line Record administration) once administrative system update capability is restored. CLEC understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

4.6.1.1 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.

4.6.1.2 **SBC-12STATE** will run the LIDB audit on a daily basis.

4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

4.6.2.1 This audit verifies that a Data Owner's Line Records in the LIDB administrative system match the source of the Data Owner's Line Records.

4.6.2.2 The source of Data Owners' Line Records that **SBC-12STATE** administers through a service order process will be the **SBC-12STATE**'s billing system that maintains the LIDB data for such Data Owners.

4.6.2.3 **SBC-12STATE** will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC administers through unbundled electronic interface(s). **SBC-12STATE** will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.

4.6.2.4 CLEC will use the file **SBC-12STATE** provides in Section 4.6.2.3 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.

4.6.2.5 **SBC-12STATE** will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) **SBC-12STATE** will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and **SBC-12STATE** will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.7 LSR Process

4.7.1 The LSR Process allows **SBC-12STATE** to create and administer CLEC's data on CLEC's behalf through a bundled service order flow. The LSR Process is only available to CLEC when CLEC is providing service to end users using **SBC-12STATE**'s UNE local switch ports.

4.7.2 The LSR Process is not an interface to the LIDB administrative system. CLEC can obtain access to **SBC-12STATE**'s LIDB administrative system LVAS only through the electronic unbundled interfaces **SBC-12STATE** offers in Section 4.3 of this Appendix.

4.7.3 CLEC will not have direct access to any of its records that **SBC-12STATE** administers through the LSR Process.

4.7.4 CLEC will provide complete information in its LSR to **SBC-12STATE** so that **SBC-12STATE** can populate CLEC's line record completely and accurately. If CLEC's LSR does not contain information needed to populate a data element in LIDB, **SBC-12STATE** will populate such data element with **SBC-12STATE**-defined default information. Such default derivation

will apply to all CLECs using the LSR Process that also omit said data element. Use of default information does not relieve CLEC of its responsibility for providing **SBC-12STATE** complete and accurate information in LIDB. In the event **SBC-12STATE** populates CLEC's Line Records with default information under this paragraph, **SBC-12STATE** will not be responsible for any claim or damage resulting from the use of such default information, except in the event of **SBC-12STATE**'s gross negligence or willful misconduct.

4.7.5 The following applies only to **SBC-SWBT**.

4.7.5.1 **SBC-SWBT** will transfer LIDB Line Records between local service providers (including **SBC-SWBT**) based on conversion activity either "as is" or "with changes".

4.7.5.2 CLEC will identify through a registration form that **SBC-SWBT** will provide to CLEC, how CLEC's Line Records will be created, transferred, or administered.

4.7.5.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether **SBC-SWBT** will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.

4.7.5.4 Conversion Activity. CLEC will identify whether **SBC-SWBT** will convert LIDB Line Records from a previous local service provider (including **SBC-SWBT**) to CLEC with changes to end user information or without changes to end user information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have **SBC-SWBT** delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including **SBC-SWBT**).

4.7.5.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or whether ongoing administration will be done by **SBC-SWBT** based on an LSR submitted by CLEC.

4.8 Fraud Monitoring

4.8.1 **SBC-12STATE**'s fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. **SBC-12STATE** will provide CLEC 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 **SBC-12STATE** will provide to CLEC, on request, **SBC-12STATE**-specific documentation regarding record formatting and associated hardware requirements of the interfaces **SBC-12STATE** provides for LIDB data administration when CLEC chooses to use such interfaces.

5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3 **SBC-12STATE** will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in **SBC-12STATE**'s LIDB. CLEC shall provide all information needed by **SBC-12STATE** 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 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by **SBC-12STATE** 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 **SBC-12STATE**, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of CLEC information, **SBC-12STATE** will notify CLEC of its intent to not provide to CLEC the Services under this Appendix and this Appendix will be void.

5.6 CLEC may submit updated or changed forecasts due to unforeseen events at any time and **SBC-12STATE** encourages CLEC to submit such forecasts as soon as practical. **SBC-12STATE** may request revised forecasts, but no more frequently than every six (6) months and then only if **SBC-12STATE** has reason to believe there may be significant error in CLEC's latest forecast.

5.7 CLEC will furnish all Line Records and Group Records in a format required by **SBC-12STATE** to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

5.8 CLEC is solely responsible for all Line Records for which CLEC is the Data Owner. This includes all data, data administration, Line Records that CLEC creates, Line Records that **SBC-12STATE** creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.

5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in **SBC-12STATE**'s LIDB.

5.10 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an **SBC-12STATE**'s LIDB, CLEC will administer those records through the unbundled electronic interfaces **SBC-12STATE** offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the **SBC-12STATE**'s LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

5.11 CLEC will administer its data in **SBC-12STATE**'s LIDB in such a manner that **SBC-12STATE**'s accuracy of response information and consistency of available data is not adversely impacted.

5.12 CLEC will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.

5.13 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of **SBC-12STATE**'s deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the end-user with dial tone.

5.14 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using a **SBC-12STATE**'s UNE local switching port, CLEC will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of disconnection.

5.15 CLEC will also delete Line Records from **SBC-12STATE**'s LIDB when CLEC migrates Line Record from an **SBC-12STATE**'s LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with **SBC-12STATE** to delete such records on CLEC's behalf.

5.16 If CLEC begins providing local services before CLEC completes and returns to **SBC-SWBT** its LSR Process registration form, **SBC-SWBT** will treat CLEC's LSRs as if CLEC had elected to administer all activity on its Line Records directly through an unbundled electronic interface.

5.17 **SBC-12STATE** will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an **SBC-12STATE** LIDB.

5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with **SBC-12STATE**'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 **SBC-12STATE** practices. The Parties acknowledge that **SBC-12STATE** 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 **SBC-12STATE**'s LIDB is the responsibility of **SBC-12STATE**. CLEC acknowledges and agrees that **SBC-12STATE**, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. **SBC-12STATE** will limit such access to those actions necessary to ensure the successful operation and administration of **SBC-12STATE**'s SCP and LIDB.

5.20 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing administration of its Line Records directly through unbundled electronic interfaces.

5.21 **SBC-12STATE** will, at its sole discretion, allow or negotiate any access to an **SBC-12STATE**'s LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an **SBC-12STATE**'s LIDB. CLEC acknowledges that when **SBC-12STATE** allows an entity to access **SBC-12STATE**'s LIDB, such query originators will also have access to CLEC's data that is also stored in such **SBC-12STATE**'s LIDB.

5.22 The following applies only to **SBC-SWBT**

5.22.1 **SBC-SWBT** will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC must confirm that it provides the same services to the end-user as did the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, **SBC-SWBT** will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, **SBC-SWBT** will consider the Line Record abandoned by CLEC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, **SBC-SWBT** will count the day of the record's creation as zero (0). **SBC-SWBT**'s ability to delete such Line Records does not relieve CLEC of its responsibility to administer its records accurately and in a timely manner.

5.22.2 If CLEC elects to have **SBC-SWBT** transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, **SBC-SWBT** will transfer all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.

5.22.3 If CLEC elects to have **SBC-SWBT** transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, **SBC-SWBT** will change every data element in the LIDB Line Record as part of the transfer of ownership. However, **SBC-SWBT** will not mark such records as transitional. **SBC-SWBT** will change all LIDB Line Record data elements on such changes based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB data elements on its LSR, **SBC-SWBT** will create default values for the data elements or derive the values for the data elements based on other LSR entries.

6. BILLING

6.1 If **SBC-12STATE** provides CLEC with compensation for data access as set forth in Section 6.3, **SBC-12STATE** will provide such data, as is reasonably necessary, to

enable CLEC to substantiate Query volumes of CLEC Line Records residing in **SBC-12STATE**'s LIDB.

6.2 When **SBC-13STATE** or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.

6.2.1 CLEC will bill the appropriate charges to its End Users, on behalf of **SBC-13STATE** or a third party.

6.2.2 CLEC will provide to **SBC-13STATE** or the third party all necessary billing information needed by **SBC-13STATE** or the third party to bill the End User directly.

6.3 CLEC understands that if CLEC chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including **SBC-13STATE**, may choose to deny services to CLEC's subscribers.

6.4 **SNET** will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge" as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charge"), approved in writing by CLEC and incurred by **SNET** during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by **SNET** and billed to CLEC, in accordance with **SNET**'s invoice.

7. COMPENSATION OPTION

7.1 CLEC may elect to receive compensation from **SBC-12STATE** for access to CLEC's data in **SBC-12STATE**'s LIDB only as set forth in this Section, Section 7, of this Appendix. **SBC-12STATE** offers the terms of Section 7 as a package and such terms are contingent upon CLEC's acceptance of market prices for Query access set forth in Sections 7.2.1 through 7.2.4, as applicable. **SBC-12STATE** will not provide compensation to CLEC for access of CLEC's data in **SBC-12STATE**'s LIDB other than via this Compensation Option.

7.2 Until **PACIFIC** and **SBC-SWBT** have the technical ability to identify record ownership of all Line Records in LIDB, and until **PACIFIC** and **SBC-SWBT** have developed billing processes to provide compensation for access to CLECs data, **PACIFIC** and CLEC and/or **SBC-SWBT** and CLEC will mutually agree upon a method of compensation or true-up procedure. The Compensation Option prices for various Queries are set forth below, as applicable:

7.2.1 **SNET**

7.2.1.1	Validation Query	$.038 per Query
7.2.1.2	CNAM Query	$.016 per Query

7.2.2 **SBC-SWBT**

7.2.2.1	Validation Query	$.026 per Query
7.2.2.2	CNAM Query	$.0036 per Query
7.2.2.3	OLNS Query	$.0055 per Query
7.2.2.4	Query Transport	$.0044 per Query

7.2.3 **SBC-AMERITECH**

7.2.3.1	Validation Query	$.017228 per Query
7.2.3.2	CNAM Query	$.012 per Query
7.2.3.3	Query Transport	$.00012 per Query

7.2.4 **PACIFIC**

7.2.4.1	Validation Query	$.021 per Query
7.2.4.2	CNAM Query	$.008 per Query
7.2.4.3	OLNS Query	$.012 per Query
7.2.4.4	Query Transport	$.00027 per Query

7.3 Based upon the prices set forth in Sections 7.2.1 through 7.2.4 above, **SBC-12STATE** will credit CLEC for each query against CLEC's non-resold Line Records in **SBC-12STATE**'s LIDB as set forth in this Sections 7.3.1 through 7.3.4:

7.3.1 **SNET**

7.3.1.1 28% paid to CLEC

7.3.1.2 72% retained by **SNET**

7.3.1.3 **SNET** will calculate the amount by multiplying total number of Queries to CLEC's Line Records multiplied by the Per Query Charge, multiplied by CLEC's percentage set forth in Section 7.2.1.1 above.

7.3.2 **SBC-SWBT**

7.3.2.1	Validation	$.01216 per Query
7.3.2.2	CNAM	$.0032 per Query
7.3.2.3	OLNS	$.00396 per Query

7.3.3 **SBC-AMERITECH**

7.3.3.1	Validation	$.0025 per Query
7.3.3.2	CNAM	$.005 per Query

7.3.3.3 During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 500 thousand Queries for that month, **SBC-AMERITECH** will credit customer $.006 per Query.

7.3.3.4 During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 2.5 million Queries for that month, **SBC-AMERITECH** will credit customer $.007 per Query.

7.3.4 **PACIFIC**

7.3.4.1	Validation	$.008508 per Query
7.3.4.2	CNAM	$.0032 per Query
7.3.4.3	OLNS	$.004908 per Query

7.4 **PACIFIC** and **SBC-SWBT** will waive nonrecurring charges for the initial establishment of LIDB Services (e.g., Validation Query, CNAM Query, and OLNS Query) for CLEC. Subsequent requests for service will incur nonrecurring charges for the activity requested.

8. PRICE AND PAYMENT

8.1 **SBC-AMERITECH** will charge CLEC $2.00 for every Line Record update it accepts from CLEC 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, **SBC-12STATE** 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 **SBC-12STATE**. Any such losses or damages for which **SBC-12STATE** 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 **SBC-12STATE** 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, **SBC-12STATE** will not be liable for any losses or damages arising out of **SBC-12STATE**'s administration of Sleuth or Automatic Fraud Monitoring systems.

10.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly, arising out of **SBC-12STATE**'s provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which **SBC-12STATE** is found liable as a result of its sole negligence.

10.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly arising out of **SBC-12STATE**'s administration of **SBC-12STATE**'s fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which **SBC-12STATE** 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, CLEC further agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-**

12STATE, directly or indirectly, arising out of CLEC'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, CLEC further agrees to release, indemnify, defend and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

11.1 **SBC-12STATE** MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, **SBC-12STATE** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

APPENDIX LIDB SERVICE

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APPENDIX LIDB SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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, **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 the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

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

1.7 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.

1.8 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

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 **"Data Owner"** means a telecommunications company, including **SBC-13STATE** 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 **SBC-12STATE** Database.

2.6 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an **SBC-12STATE** STP to the SCP where LIDB 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 provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. **SBC-12STATE** 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 **SBC-AMERITECH**)

3.1.2 Tariff FCC No. 73 (applicable only to **SBC-SWBT**)

3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to **SNET**)

3.1.4 Tariff FCC No. 128 (applicable only to **PACIFIC**)

3.2 **SBC-12STATE** will provide CLEC with access to **SBC-12STATE**'s LIDB for CNAM Query except **SBC-AMERITECH** will provide access to LIDB for CNAM Query after April 5, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).

3.3 All CLEC CNAM Queries to **SBC-12STATE**'s LIDB shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process Queries to its LIDB.

3.4 CLEC 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 **SBC-12STATE**'s CCS/SS7 network. CLEC further agrees that **SBC-12STATE**, at its sole discretion, shall employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

3.5 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application. If, prior to the establishment of a mutually agreeable service effective date in writing, **SBC-12STATE**, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service to CLEC, **SBC-12STATE** shall notify CLEC of **SBC-12STATE**'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 **SBC-12STATE**.

3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC 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 CLEC understands that access to **SBC-12STATE**'s LIDB may not provide CLEC with access to all of the data of all Data Owners in **SBC-12STATE**'s LIDB. When a region in **SBC-12STATE** implements LIDB Data Screening by Data Owner, certain Data Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that **SBC-12STATE** will comply with Data Owners' requests to so limit or restrict their data. Should CLEC desire access to any restricted Data Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Data Owner's LIDB Information will be between CLEC and said Data Owner.

3.8 Data Owners are solely responsible for the accuracy and completeness of the Line Records they store in **SBC-12STATE**'s LIDB; accordingly **SBC-12STATE** is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Data Owner.

3.9 **SBC-12STATE** provides LIDB Service as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers

where **SBC-13STATE** is the incumbent local exchange carrier. CLEC agrees that any use of **SBC-12STATE**'s LIDB, for the provision of LIDB Service Applications by CLEC outside of the area where **SBC-13STATE** 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 CLEC will pay **SBC-12STATE** a per-Query rate for each Query initiated into **SBC-12STATE**'s LIDB. CLEC will also pay **SBC-12STATE** a per-Query Transport Rate for each Validation and OLNS Query initiated into **SBC-12STATE**'s LIDB and for each CNAM Query initiated into **SBC-SWBT**'s LIDB. These rates are set forth in Appendix Pricing.

4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.

4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service and/or LIDB Service Application in **SBC-SWBT** and **SBC-AMERITECH**. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.

4.4 CLEC will make payment to **SBC-12STATE** for LIDB Service based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services provided hereunder are subject to change effective with any revisions of such tariffs.

4.5 Except as set forth in Section 4.11, **SBC-12STATE** will record usage information for CLEC's LIDB Service Queries terminating to **SBC-12STATE**'s LIDB. **SBC-12STATE** 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 CLEC will notify **SBC-12STATE** when CLEC discontinues use of an OPC used to Query LIDB.

4.8 **SBC-12STATE** 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 CLEC uses a single OPC to originate Queries to **SBC-12STATE**'s LIDB, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's

CLEC operations within **SBC-12STATE**'s incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

4.10 If CLEC operates in more than one (1) State in **SBC-SWBT**'s or **SBC-AMERITECH**'s incumbent region(s), **SBC-SWBT** and/or **SBC-AMERITECH** will apply company-level rates to the LIDB Services provided to CLEC under this Agreement. **SBC-SWBT** and/or **SBC-AMERITECH** 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 information.

4.11 The following applies only to **PACIFIC**:

4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, **PACIFIC** will record usage information for CLEC's LIDB Service Queries terminating to **PACIFIC**'s LIDB. **PACIFIC** will use its SCPs as the source of usage data.

4.11.2 Until such time as **PACIFIC** has the usage recording ability set forth in Section 4.5 above, CLEC will provide **PACIFIC** with usage information from which **PACIFIC** will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to **PACIFIC**'s Calling Name Database and to **PACIFIC**'s LIDB for OLNS Queries. CLEC will provide such information to **PACIFIC** on a monthly basis by a date agreed to by **PACIFIC** and CLEC. CLEC will deliver such information to locations specified by **PACIFIC**. If CLEC uses a third-party's network to access **PACIFIC**'s Calling Name Database and/or **PACIFIC**'s LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide **PACIFIC** with recordings of CLEC's usage, **PACIFIC** will accept such usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.

4.11.3 CLEC will provide to, or cause to be provided to, **PACIFIC** CNAM Query and/or OLNS Query usage information at no additional charge to **PACIFIC**. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide **PACIFIC** with reports that identifies usage by Originating Point Code. CLEC and **PACIFIC** will agree upon the format and media type that CLEC will use to provide such usage data to **PACIFIC**. CLEC understands and agrees that **PACIFIC** cannot identify access by data owner until **PACIFIC** has the capability set forth in Section 4.5 above. When **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** will bill CLEC based upon **PACIFIC**'s own usage recordings as set forth in Section 4.5 above.

4.11.4 **PACIFIC** will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by CLEC.

4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that **PACIFIC** will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to **PACIFIC**'s network. CLEC will recover from its Query-originating carrier customers (if any) any charges associated with their access to **PACIFIC**'s Calling Name Database or **PACIFIC**'s LIDB for OLNS Queries, including such charges from **PACIFIC**. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to **PACIFIC** for billing. Once **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** and CLEC will jointly determine which, if any, of CLEC's Query-originating carrier customers will be direct-billed from **PACIFIC** as set forth in Section 4.5 above.

4.11.6 Based upon the data identified in Section 4.5 of this Appendix, **PACIFIC** will bill CLEC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in **SBC-12STATE**'s LIDB (i.e., Data Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by parties, CLEC will not use LIDB Service for purposes other than those described in this Appendix. CLEC may use LIDB Service for such authorized purposes only on a call-by-call basis. Data accessed on LIDB may not be stored by CLEC elsewhere for future use.

5.3 Proprietary information residing in **SBC-12STATE**'s LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

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 usage

5.3.6 Information related to billing for LIDB usage

5.3.7 LIDB usage statistics

5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from **SBC-12STATE**'s LIDB.

5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from **SBC-12STATE**'s LIDB.

6. TERM AND TERMINATION

6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection 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 **SBC-12STATE** or CLEC to terminate the Appendix, **SBC-12STATE** and CLEC 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.

7.2 The remedies as set forth above in this Appendix shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

7.3 In no event shall **SBC-12STATE** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service purchasers.

7.4 **SBC-12STATE** is furnishing access to its LIDB to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **SBC-12STATE** agrees to make every reasonable attempt to provide accurate LIDB information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that **SBC-12STATE** can furnish Line Record information only as accurate and current as the information has been provided to **SBC-12STATE** for inclusion in its LIDB. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by **SBC-12STATE**'s willful misconduct or gross negligence.

7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:

7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY **SBC-12STATE** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-12STATE** 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, **SBC-12STATE** 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 CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.

7.6 CLEC acknowledges that **SBC-12STATE**'s Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **SBC-12STATE**, 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 **SBC-12STATE**'s Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC-12STATE**'s willful misconduct or gross negligence.

7.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

7.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-12STATE**'s Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-12STATE** harmless from and defend and indemnify **SBC-12STATE** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by **SBC-12STATE**'s willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

8.1 Ordering and billing inquiries for the services described herein from **SBC-12STATE** 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 CLEC agrees to make its Line Record Information available to **SBC-12STATE**. Should CLEC store its Line Record information in a database other than **SBC-12STATE**'s, CLEC will make such Information available to **SBC-12STATE** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **SBC-12STATE** and the database provider. **SBC-12STATE** agrees to negotiate in good faith to reach such an agreement. If **SBC-12STATE** is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by **SBC-12STATE**'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 the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

APPENDIX
PERFORMANCE MEASUREMENTS

APPENDIX FLORIDA
PERFORMANCE MEASUREMENTS

Performance Measurements

Upon a particular Commission's issuance of an order pertaining to Service Quality Measurements in a proceeding expressly applicable to all CLECs generally, AT&T shall implement in that state such Service Quality Measurements as of the date specified by the Commission. Service Quality Measurements that have been ordered in a particular state can currently be accessed via the internet at http://pmap.bellsouth.com.

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable AT&T owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate exhibits included in this Agreement are divided into the following four categories: Unbundled Network Elements (UNEs), Resale, Collocation and Local Interconnection. 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 AT&T Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 As used herein, **AT&T** means the applicable above listed ILEC doing business in Florida.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **AT&T** 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 **AT&T** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **AT&T** and CLEC.

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

1.6 Certain of the rates, prices and charges set forth in the rate exhibits 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 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.

1.7 The geographically deaveraged zones for Florida found in the UNE rate exhibit can be found on the AT&T website at http://wholesale.att.com/reference_library/become_a_clec/deverage.html.

1.8 For modifications of **AT&T**'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 rate exhibits, 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, Collocation and Local Interconnection 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 exhibit. 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 INTENTIONALLY LEFT BLANK

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 **AT&T** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **AT&T** 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 four (4) 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 CLEC converts an End User currently receiving non-complex service from the **AT&T** network, without any changes to **AT&T**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

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

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

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

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

4. INTENTIONALLY LEFT BLANK

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. The Parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The Parties further agree that this

acknowledgement that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

AMENDMENT TO
THE INTERCONNECTION AGREEMENT
BETWEEN
AT&T Florida
AND
FIRST COMMUNICATIONS, LLC

THIS AMENDMENT ("Amendment"), dated October 1, 2003 ("Effective Date"), is by and between BellSouth Telecommunications d/b/a AT&T Florida ("AT&T") and First Communications, LLC ("First"). First and AT&T may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, AT&T and First are certificated local exchange carriers operating in the State of Florida ("State");

WHEREAS, AT&T and First have entered into an Interconnection Agreement, effective10 days after commission approval, as may have been amended (the "Agreement"), pursuant to Section 251(c) of the Telecommunications Act of 1996, which establishes, among other things, the rates, terms and conditions for interconnection of their respective networks for the exchange of local telecommunications traffic between the Parties' respective networks;

WHEREAS, the Parties have agreed to modify the Agreement with respect to First's intrastate, intraLATA access rates;

WHEREAS, the Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the Agreement. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights through January 1, 2005. Any inconsistencies between the provisions of this Amendment and other provisions of the current Agreement or future interconnection agreements described above will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.

NOW THEREFORE, in consideration of the premises set forth above and the mutual terms and conditions contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. **First Intrastate Access Rates.** Notwithstanding anything contained herein to the contrary, in order for AT&T to receive the rates described below, the AT&T network must be directly interconnected with the First network and maintain minimum Volume Commitments as described below:

Volume Commitments

Minimum Total Intrastate, IntraLATA Toll Minutes of Use

Florida: 2 million minutes of use in the preceding six months

If AT&T meets the Minimum Total Intrastate, IntraLATA Toll Minutes of Use for the preceding six months, then AT&T shall be entitled to the access rates described below for the next six months. If AT&T fails to meet the Minimum Total Intrastate, IntraLATA Toll Minutes of Use, the Parties agree to renegotiate the rates for next six months. Total Intrastate, IntraLATA Toll Minutes of Use will be calculated on a semi-annual basis, in September and March of each year.

a.

b. , First agrees that the rate First charges AT&T for terminating intraLATA intrastate access rate for switched intrastate intraLATA toll service traffic and the originating access rate for switched toll-free intraLATA intrastate service will mirror AT&T's tariffed access rate for switched intrastate traffic.

3. **Billing Records.** Although AT&T disputes any obligation to do so, in an effort to facilitate more accurate billing, AT&T agrees to post to the Performance Measurement and Analysis Platform (PMAP) website by the last calendar day of each month, summary record detail for UNE-P originated traffic destined for First in the state of Florida, ("Billing Records"). The format of such Billing Records shall be at AT&T's discretion but shall include, the following: state, company identifier, record type, volume and count. In the event AT&T provides such records to First by the 15th calendar day of the month, First shall credit AT&T for any such usage on the immediately following invoice. In the event First receives such information after the 15th calendar day of the month, First shall make every reasonable effort to credit AT&T Florida for such usage on the immediately following invoice. If, in First's reasonable opinion, the delayed receipt of such records makes it impossible for First to credit AT&T on the immediately following invoice, credit will be issued on the next succeeding invoice.

4. Except as specifically and expressly modified herein, all other terms and conditions of the underlying Agreement shall remain unchanged.

5. In entering into this Amendment, the Parties acknowledge and agree that 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 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). By entering into this amendment, neither party waives any right to contest any decision in or make any argument in any of the proceedings stated above, or in any proceedings related to the proceedings stated above. To the extent that court decisions or regulatory rulings materially change the law underlying this amendment, the parties agree to negotiate in good faith conforming amendments to bring this amendment into compliance with applicable law. In the event that the parties are unable to arrive at such a conforming agreement by mutual agreement, the dispute resolution provisions of the agreement may be invoked by either party to reach resolution of the issue.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

First Communications, LLC

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

BellSouth Telecommunications, Inc., d/b/a AT&T Florida

By AT&T Operations, Inc., its authorized agent

THIS AMENDMENT IS PART OF THE FIRST COMMUNICATIONS INTERCONNECTION AGREEMENT PORTED TO FLORIDA

By: _____

Name: _____
(Print or Type)

Title: Executive Director-Regulatory or current signer's title

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

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2/19/08

Further Amendment
Superseding Certain Intervening Law, Compensation,
Interconnection and Trunking Provisions

This Further Amendment Superseding Certain Intervening Law, Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment") is applicable to this and any future Interconnection Agreement(s) between SBC Telecommunications, LLC. on behalf of and as agent for Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs") and First Communications, LLC, and any and all affiliates, subsidiaries, successors and assigns which are a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through December 31, 2005 (hereinafter, "First"), whether such Agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN") rights. ILECs and First may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, SBC ILECs and First entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties entered into an Amendment to First Contracts Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Superseding Amendment") which expired on December 31, 2004; and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties desire to extend the Superseding Amendment for the Term of this agreement subject to the following modifications.

WHEREAS, the Term of this Amendment ("Term") shall commence on the January 1, 2005 ("Effective Date") and shall continue until December 31, 2005. Thereafter, this Amendment will remain in full force and effect unless terminated by

either Party by providing at least thirty (30) days' written notice to the other Party specifying the date it wishes to terminate this Amendment ("Termination Date.")

WHEREAS, the Parties wish to update and extend the Second Amendment by entering into this Further Amendment ;

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Further Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Scope of Agreement and Lock In:

The foregoing Recitals are hereby incorporated into and made a part of this Further Amendment.

Notwithstanding anything to the contrary in this Further Amendment, except for the waivers of intervening law in Section 2.2 and First's waiver of 252(i) MFN rights in Section 1.6 which are unaffected by this Section, neither Party waives, but instead expressly reserves, all of their 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, their intervening law rights (including intervening law rights asserted via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this Amendment, the underlying ICAs or any future interconnection agreements 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, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); and the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

The Parties agree that this Further Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Further Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable

provisions of, any future interconnection agreement(s) between the Parties for the Term, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above for the Term, will be governed by the provisions of this Further Amendment, unless this Further Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.5 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the Further Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Further Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through the Termination Date. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission ("PUC") approval than the negotiated Further Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Further Amendment, the Parties agree that the rates, terms and conditions of the Further Amendment will, upon state PUC approval of the Further Amendment, apply retroactively to the date of such state PUC approval of the underlying interconnection agreement, or the Termination Date, whichever is later so that the rates, terms and conditions contained herein will apply uninterrupted for the Term. In no event shall this retroactivity apply prior to the effective date this Further Amendment is signed by First.

1.6 First hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection ("POIs") or trunking requirements that are subject to this Further Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by SBC ILEC across the thirteen-state region as a whole, First may exercise its rights under section 252(i) to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which SBC ILEC have agreed. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by First of all or a substantial portion of its assets, in which case First shall obtain the purchaser's agreement to be bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of First.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"), in which the Court granted the petitions for review

of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the Line Sharing and UNE Remand Orders in accordance with the decision. In addition, the FCC adopted its Triennial Review Order 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). Moreover, 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 *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002) (all collectively referred to as the "Orders"). In entering into this Further Amendment, and except as otherwise set forth in Section 2.2 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in Section 2.2 below, if any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions ("Provisions") in this Further Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the 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. 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 the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s) conflict with this Intervening Law paragraph and Section 2.2, for the Term, this Intervening Law paragraph and Sections 2.2 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding anything herein, during the Term the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Further Amendment, the Parties' current ICAs or any future interconnection agreement(s) to which this Further Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein) , POIs or trunking requirements that are subject to this Further Amendment including, without limitation, waiving any rights to change the compensation in this Further Amendment in the event that SBC ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Further Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Interccarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an "FCC Order:"), the affected provisions of this Further Amendment relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Further Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s) provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Request following such FCC Order. Except with respect to the exceptions relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.2, during the Term, each Party shall have full intervening law rights under Section 2.1 of this Further Amendment and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.2.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Further

Amendment, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to First under the terms of this Further Amendment shall not be construed as agreement or acquiescence by the SBC ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that SBC ILECs shall make payments for calls to ISPs to First pursuant to Sections 4, 5, and 6 herein during the term of this Further Amendment.

3.2 The Parties continue to disagree as to where POIs should be established and under what rates, terms, and conditions First may lease facilities from SBC ILEC to establish such POIs. By entering into this Further Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that First and SBC ILEC shall establish POIs pursuant to the rates, terms, and conditions called for in Section 4 herein during the term of this Further Amendment.

3.3. The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VOIP") traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through December 31, 2005. The Parties further agree that this Further Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, 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.

3.4 By entering into this Further Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be

governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Further Amendment.

4.0 Network Architecture Requirements:

4.1 First will establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG). Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

(a) In California and Illinois, the Parties agree that this section is satisfied if First (at its sole option) establishes a POI either:

(i) at each access or local tandem in which tandem serving area First has established a working telephone number local to a rate center in that tandem serving area, and each end office where First maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where First has established a working telephone number local to that rate center.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, the Parties agree that this section is satisfied if, First (at its sole option), establishes a POI either:

(i) at each access or local tandem in which tandem serving area First has established a working telephone number local to a rate center in that tandem serving area, and each end office where First maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within each mandatory local calling area where First has established a working telephone number local to a rate center in that calling area.

(c) The Parties agree that the waivers contained in Section 2.2 with respect to changes in law do not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the term of this Amendment.

(d) First may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from SBC ILECs (without the need for First equipment, facilities, or collocation at the SBC ILECs' offices), or services or facilities from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

4.2 Where First leases facilities from SBC ILECs to establish a POI, First shall be required to begin paying SBC ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 First agrees to abide by SBC ILECs' trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at SBC ILECs' digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

4.3.3 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC ILECs agree to develop a cutover plan and project manage the cutovers with First participation and agreement.

4.4 Subject to Section 4.6, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this amendment, First will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% for two consecutive months. Subject to Section 4.6, if First has not established a POI required by Section 4.0, First shall not be entitled to reciprocal compensation for calls from that local calling area.

4.5 For new interconnections, First will achieve the DEOT criteria identified in Section 4.4 no later than six (6) months (or such other period as may be agreed to by

the Parties) after the parties first exchange traffic for each new interconnection arrangement.

4.6 Under no circumstances shall First have any liability or otherwise be penalized under this Further Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, First will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from SBC ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether SBC ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.6.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where First provides service as of the date of execution of this Further Amendment. First will notify SBC ILEC of First's intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) no later than 90 days prior to the end of the transition period by letter to the SBC ILEC Account Manager and project manager for First. First and SBC ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.5. Nothing in this paragraph specifically or this Further Amendment generally shall prevent First from ordering, or excuse SBC ILECs from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

4.6.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where First does not provide service as of the date of execution of this Amendment. First will notify its SBC ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) prior to the exchange of live traffic.

4.7 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC ILECs' Switched Access service.

4.8 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on First's ability to order and receive trunks in any given market.

4.9 In a blocking situation, First may escalate to its SBC ILEC Account Manager in order to request a shorter interval. The SBC ILEC Account Manager will obtain the details of the request and will work directly with the SBC ILEC LSC and network organizations in order to determine if First's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic:

5.1 If First designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by First in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic.

5.2.1 In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

5.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs.

5.2.3 In determining the Total Compensable Local Traffic, SBC ILECs-transited minutes of use (MOUs) will be excluded from these calculations.

5.2.4 The rates for SBC ILECs-transited MOUs will be governed by the interconnection agreement.

5.3 Subject to applicable confidentiality guidelines, SBC ILECs and First will cooperate to identify toll and transiting traffic; originators of such toll and transiting

traffic; and information useful for settlement purposes with such toll and transit traffic originators.

5.3.1 SBC ILECs and First agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

6.0 Rate Structure and Rate Levels:

During the period from January 1, 2005 up through and including December 31, 2005, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of $.0005 per minute of use. This rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

7.0 Additional Terms and Conditions:

7.1 This Further Amendment contains provisions that have been negotiated as part of an entire Further Amendment and integrated with each other in such a manner that each provision is material to every other provision.

7.2 The Parties agree that each and every rate, term and condition of this Further Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICAs or interconnection agreement. The Parties agree that they would not have agreed to this Further Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

7.3 Except as specifically modified by this Further Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

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

7.5 The terms contained in this Further Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through December 31, 2005, and shall be interpreted solely in accordance with their own terms.

7.6 The headings of certain sections of this Further Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Further Amendment.

7.7 This Further Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

7.8 SBC Telecommunications, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs.

8.0 Intentionally Omitted.

2/19/08

First Communications, LLCMcLeodUSA

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas by SBC Telecommunications, LLC its authorized agent

THIS AMENDMENT IS PART OF THE FIRST AGREEMENT PORTED

Signature:_____

Name:

Title:

Date:_____

AECN/OCN:_____

COMMUNICATIONS INTERCONNECTION TO FLORIDA

Signature:_____

Name:_____

Title: AVP-Local Interconnection Marketing

Date:_____

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T FLORIDA
AND
FIRST COMMUNICATIONS, LLC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a/ AT&T Florida. ("AT&T") and First Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Florida.

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated _____ (the "Agreement"); and

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, 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 FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, ("TRO Reconsideration Orders") which subsequently became effective; and

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, on February 7, 2006, the Florida Public Service Commission rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision); and

WHEREAS, on April 17, 2006, the Florida Public Service Commission issued its Second Order on Generic Proceeding in Docket No. 041269-TP Order No. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Second Order), rendering decisions on the issues previously vacated; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, TRO Remand, **and the aforementioned Florida Orders in Docket No. 041269-TP as set forth herein**;

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:

0.1 Definitions. The following definitions are applicable to this Attachment.

0.1.1 Building. For purposes of this Attachment, a "building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications servies to that building's tenants must pass would be a single "building"for purposes of this Amendment. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

0.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a "Predominantly Residential" MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.

0.1.3 Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE)..

0.1.4 Hybrid Loop is a local Loop composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.

0.1.5 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than twenty-four (24) DS-0s.

0.1.6 Intentionally left blank.

0.1.7 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5), DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.

0.1.8 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 Non-Impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(i) as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.

0.1.9 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not

Tier 1 Wire Centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

0.1.10 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 Wire Centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 Wire Centers.

0.1.11 Business Lines. For purposes of this Amendment, a Business Line is, as defined in 47 C.F.R. § 51.5, an AT&T-owned switched access line used to serve a business customer, whether by AT&T itself or by a CLEC that leases the line from the AT&T. The number of business lines in a wire center shall equal the sum of all AT&T business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with AT&T end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines."

0.1.12 Embedded Base. Embedded Base used as a term in this Amendment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Amendment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.

0.1.13 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A "DS1 Loop" may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops., In accordance with Rule 51.319(a)(4), a DS1 Loop is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate DSL services, including T1 services.

0.1.14 Fiber-Based Collocator. For purposes of this Amendment, a fiber-based collocator is, as defined in 47 C.F.R.§ 51.5, any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an AT&T wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the AT&T wire center premises; and (3) is owned by a party other than the AT&T or any affiliate of the AT&T, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition the term "affiliate" is defined by 47 U.S.C. §153(1) and any relevant interpretation of this Title.

0.1.15 DS3 Loop. DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the

electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path.

0.1.16 Dedicated Transport. Dedicated Transport in accordance with Rule 51.319(e) and (e)(1) is defined as AT&T transmission facilities between wire centers or switches owned by AT&T, or between wire centers or switches owned by AT&T and switches owned by CLEC, including, but not limited to, DS1-, DS3- and OCn-capacity level services, as well as dark fiber, dedicated to CLEC.

0.1.17 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more Telecommunications Services or facilities that CLEC has obtained at wholesale from AT&T, or the combining of a UNE, or a combination of UNEs, with one or more wholesale Telecommunications Services or such wholesale facilities "Commingle" means the act of commingling. First Communications must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services.

0.1.18 "Commingled Arrangement" means the arrangement created by Commingling.

0.1.19 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).

0.1.20 Intentionally Left Blank.

0.1.21 "Commission" means the Florida Public Service Commission.

0.1.22 "Route" is as defined in Section 0.1.16 of this Amendment, and as modified by Sections 1 (ii) and (9) below.

0.1.23 "Rule" refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

1.0 **TRO-Declassified Elements** Pursuant to the *TRO*, nothing in the Agreement requires AT&T to provide to CLEC any of the following items, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:

(i) *intentionally left blank;*

(ii) OCn level dedicated transport[1];

(iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops) To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0

(iv) OCn loops;

(v) the feeder portion of the loop as a stand alone UNE under Section 251;

(vi) line sharing, except as grandfathered as provided by the TRO;

[1] Nothing herein is meant to indicate any agreement as to whether AT&T is required to provide DS-0-level dedicated transport to First Communications as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

(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, 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 and fiber-to-the-curb loops

1.2 Cessation of TRO Affected Elements - New Orders. AT&T is not required to provide the TRO Affected 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 CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).

1.3 Except to the extent expressly provided otherwise in this Amendment, CLEC may not maintain UNEs or combinations of UNEs that are no longer offered pursuant to this Agreement (collectively called "Arrangements"). In the event AT&T determines that CLEC has in place any Arrangements after the Effective Date of this Agreement, AT&T will provide CLEC with thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by CLEC within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If CLEC fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T services. Those circuits identified and transitioned by AT&T shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30) day notice period.

2.0 **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, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.

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 shall continue to provide access to CLEC'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 CLEC *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) CLEC'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) CLEC'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's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 2 shall be on an "as is" basis, except that CLEC 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 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 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 CLEC 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. CLEC shall be fully liable to AT&T 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, CLEC will be liable to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

ii. CLEC shall be fully liable to AT&T 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.** 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 transitional period of time defined in the TRO Remand Order (March 11, 2006).

3.0 **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, 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 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 shall continue to

provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC *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) CLEC's disconnection or other discontinuance of use of one or more of the Affected Element(s);

(b) CLEC'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.

AT&T'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 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 CLEC 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%*. These rates shall be as set forth in UNE Rates Exhibit B to this Amendment and this Section 3.2.

3.2.1 Regardless of the execution or effective date of this Amendment or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for all Affected Loop-Transport Element(s), beginning March 11, 2005.

3.2.2 CLEC shall be fully liable to AT&T 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. CLEC 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 3.1(c), above). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to AT&T by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

1.8 3.3.1 Where AT&T is no longer required to provide Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available. With respect to Dark Fiber Loops and Dark Fiber Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

3.3.1.1 AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to 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 shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions. CLEC is responsible for ensuring

that it submits timely orders in order to complete the transition by the end of the applicable transition period in an orderly manner.

4.0 **Non-Impaired Wire Center Criteria and Related Processes.**

4.1 AT&T's Master List of Unimpaired Wire Centers as Approved by State Commissions in its Region (Master List of Unimpaired Wire Centers), located on wholesale.att.com, designates those wire centers that, in accordance with Commission orders, met the FCC's established criteria for non-impairment, as of March 11, 2005, where certain high capacity (DS1 and above) Loops and high capacity Dedicated Transport are no longer available as UNEs. Additionally, from March 11, 2005 through December 29 2006, the MIAMFLAE, MIAMFLHL, and GSVLFLMA wire centers were unimpaired for DS3 loops, the FTLDFLCY, FTLDFLJA, FTLDFLOA, FTLDFLPL, HLWDFLPE, MIAMFLPB, MIAMFLWM, ORLDFLPH, PMBHFLFE, PMBHFLMA, PNSCFLBL and WPBHFLAN wire centers were Tier 1 wire centers, and the MIAMFLCA, MIAMFLSO and WPBHFLLE wire centers were Tier 2 wire centers in the State of Florida. Upon the effective date of this Agreement, CLEC may not place new orders for high capacity Dedicated Transport or high capacity Loops, as applicable, in those wire centers set forth on the Master List of Unimpaired Wire Centers.

Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, CLEC shall undertake a reasonably diligent inquiry to determine whether CLEC is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, CLEC self-certifies that to the best of CLEC's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, except in the wire centers set forth on the Master List of Unimpaired Wire Centers, AT&T shall process the request in reliance upon CLEC's self-certification. To the extent AT&T believes that such request does not comply with the terms of this Agreement, AT&T shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in AT&T's favor, AT&T shall bill CLEC the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in AT&T's favor, CLEC shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

The parties recognize that wire centers that AT&T 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 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 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 will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

4.1.1.3 AT&T will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

4.1.1.4 In the event the CLEC disagrees with AT&T's determination and CLEC has 30 calendar days from the issuance of the Accessible Letter to dispute AT&T's determination regarding the wire center by providing a self-certification to AT&T.

4.1.1.5 If the CLEC does not use the self-certification process described in this Section 4.0 of this Amendment to self-certify against AT&T's wire center designation within 30 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. CLEC 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 the CLEC does provide self-certification to dispute AT&T's designation determination within 30 calendar days of the issuance of the Accessible Letter, AT&T may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 of this Amendment and AT&T will accept and provision the applicable loop and transport orders for the CLEC 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 CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC 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 CLEC 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. SBC CLEC Online shall be uploaded to indicate that the wire center was the subject of an Commission determination. 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's designations.

4.1.3 In the state of Wisconsin, if it desires to do so, AT&T can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T will notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. AT&T will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this amendment, whichever is later. AT&T will notify CLECs 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's failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CLEC of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may

challenge future CLEC 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 shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC 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 CLEC for the affected loop or transport shall be subject to true-up as follows:

4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the applicable transition period is within the initial *TRRO* transition period described in Section 3.2 of this Amendment, CLEC will provide true-up based on the FCC transitional rate described in Section 3.2 of this Amendment. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by AT&T after March 11, 2005, thirty days after SBC's notice of non-impairment. The transitional rate will continue to apply until the facility has been transitioned or through the end of the applicable transition period described in Section 3.2 of this Amendment, whichever is earlier. If CLEC failed to submit spreadsheets identifying all of its embedded base and excess loop and transport facilities to be either disconnected or converted to other AT&T services by March 10, 2006, AT&T will identify CLEC's remaining embedded base and excess loop and transport facilities and transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. .

4.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T 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 intends to rely, which will include the detailed business line information for the AT&T 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 CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

4.3 AT&T will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC 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 CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 of this Amendment above, and if CLEC and AT&T 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 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.

5.0 Commingling and Commingled Arrangements.

5.1 Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more Telecommunications Services or facilities that CLEC has obtained at wholesale from AT&T, or the combining of a UNE, or a combination of UNEs, with one or more wholesale Telecommunications Services or such wholesale facilities "Commingle" means the act of commingling. First Co must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services

5.2 Subject to the limitations set forth elsewhere in this Amendment, AT&T shall not deny access to a UNE or a combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such facility or service obtained from AT&T; or 2) shares part of AT&T's network with access services or inputs for mobile wireless services and/or inter-exchange services.

5.3 Unless otherwise agreed to by the parties, the UNE portion of a commingled circuit will be billed at the rates set forth in UNE Rates Exhibit B and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed rates or rates set forth in that separate agreement between the Parties.

5.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

5.5 AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in the Section 5.5, and any Commingled Arrangements voluntarily (i.e., not the result of state commission order) made available by AT&T in the future in Florida, AT&T shall make such Commingled Arrangements available in Florida as long as the UNE or combination of UNEs and the facilities or services being obtained at wholesale for that commingled arrangement are available in Florida. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated when new Commingling Arrangements are made available. The following AT&T Commingled Arrangements have been posted to CLEC Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#

v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
viii. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility #
ix. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility #
x. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
xi. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#

# Indicates that FCC's eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

5.5.1 To the extent that AT&T requires the CLEC to submit orders for the Commingling Arrangements included in 5.5 (i) through (xii) manually, the mechanized service order charge shall be applicable.

5.5.2 For any Commingling Arrangement the CLEC desires that is not included in Section 5.5 of this Attachment, or subsequently established by AT&T, CLEC shall request any such desired Commingling Arrangement and AT&T shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new Commingling Arrangement available, AT&T will work with the CLEC to process orders for new Commingling Arrangements on a manual basis pending the completion of systems development.

5.6 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, AT&T shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Arrangements consistent with Section 5.0 of this Attachment.

5.7 For example, without limitation of this provision, AT&T will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, ILEC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 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.

5.8 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, AT&T 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 CLEC has obtained at wholesale from AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be

impaired; (ii) AT&T's ability to retain responsibility for the management, control and performance of its network would be impaired, or (iii) it would undermine the ability of other telecommunications carriers to obtain access to UNEs or to interconnect with AT&T's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T, and AT&T 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.

5.9 AT&T shall only charge CLEC 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 CLEC has obtained at wholesale from AT&T. 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 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.

5.10 When CLEC purchases Commingled Arrangements from AT&T, AT&T shall charge CLEC element-by-element and service-by-service rates. AT&T 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.

5.11 Intentionally left blank.

5.12 Notwithstanding any other provision of this Agreement, AT&T shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

5.13 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale services obtained from AT&T.

6.0 EELs.

6.1 AT&T agrees to make available to CLEC Enhanced Extended Links ("EELs") on the terms and conditions set forth below. AT&T shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, AT&T shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC's underlying Agreement.

6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Criteria set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each

customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE Dedicated Transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is Commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

(A) an unbundled DS1 Loop in combination, or Commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 Loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service; or

(B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Loop or a DS3 or higher channel termination service.

6.3 AT&T shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. AT&T shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service Eligibility Criteria:

6.3.1 CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that it will meet the EELs Eligibility Criteria for each such order it submits. AT&T hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria. CLEC hereby agrees that by submitting an order to AT&T for an Included Arrangement (whether new, as a result of a requested conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 6 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 CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section 6.

6.3.1.1 Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to Low Capacity EELs, other Combinations or individual unbundled Network Elements.

6.3.1.1.1 This method of certification-by-order applies only to certifications of Eligibility Criteria set forth in this Section 6, and not to self-certifications relative to routes, Buildings and wire centers.

6.3.2 The following Eligibility Criteria must be satisfied for each High-Cap EEL, 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):

(i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).

(ii) 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;

(iii) 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.

(iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4 of this Attachment;

(v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;

(vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and

(vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

6.3.3 The Eligibility Criteria set forth in this Section 6.3 shall apply to any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.

6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of this Section 6.0 if it is:

(A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocator; or

(B) Established pursuant to any collocation type defined in any AT&T Tariff to the extent applicable, or any applicable CLEC interconnection agreement.

(C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.

6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and (vii) of this Attachment if CLEC 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 customer's premises served by the Arrangement.

6.3.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of Commingled wholesale services and UNEs, CLEC must certify to all of the Eligibility Criteria set out in Section 6.3 for each circuit. To the extent the Eligibility Criteria for High Cap EELs apply, CLEC shall be permitted to self-certify its compliance with the Eligibility Criteria by providing AT&T notification pursuant to Sections 6.3.1 and/or 6.3.1.1. Upon CLEC's self-certification of compliance, in

accordance with this Attachment, AT&T shall provide the requested EEL in accordance with this Attachment, and shall not exercise self help to deny the provisioning of the requested EEL

6.3.7 AT&T may audit CLEC's compliance with the Eligibility Criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Wisconsin with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T's written notice that an audit will be performed for Wisconsin, subject to Section 6.3.7.4 of this Section.

6.3.7.1 To invoke its limited right to audit, AT&T will send a Notice of Audit to CLEC, identifying examples of particular High-Cap EELS for which AT&T alleges non-compliance and the cause upon which AT&T rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which AT&T establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T seek to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.

6.3.7.2 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, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Eligibility Criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with the Eligibility Criteria.

6.3.7.3 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.

6.3.7.4 AT&T shall provide CLEC with a copy of the independent auditor's report within 2 business days from the date of receipt. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to AT&T and the rates and charges CLEC would have owed AT&T beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to AT&T to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following AT&T's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. 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. With respect to any noncompliant High-Cap EEL for which CLEC fails to

submit a conversion or disconnect order or dispute the auditor's finding to the Commission within such 30-day time period, AT&T may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC 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 High-Cap EEL for any period in which CLEC does not meet the Eligibility Criteria set forth in this section 6 for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Commission and if the Commission upholds the auditor's finding, the disputed amounts shall be paid to AT&T within sixty (60) days of the Commission ruling and AT&T shall retain any disputed amounts already paid by CLEC.

6.3.7.5 If the auditor's report concludes that CLEC failed to comply, in all material respects with the EELs Eligibility Criteria, CLEC will reimburse AT&T for 100% of the cost of the independent auditor. All costs of the independent auditor for which AT&T seeks reimbursement shall be commercially reasonable. The CLEC reimbursement in this Section 6.3.7.5 is only applicable where there is an auditor finding of noncompliance and no Party challenges this finding with the ICC, or if there is an auditor finding of noncompliance followed by a Party filing a challenge to this finding with the Commission followed by the Commission affirming the auditor finding of noncompliance.

6.3.7.6 To the extent the auditor's report concludes that CLEC complied with the Eligibility Criteria for all High-Cap EELS that were audited, AT&T must reimburse CLEC for all of its reasonable costs associated with the audit.

6.3.7.7 CLEC 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, CLEC will maintain the appropriate documentation to support its self certifications for as long as the Agreement is operative, plus a period of two years.

6.3.7.8 AT&T can seek an audit for any particular High-Cap EEL 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, provided that the High-Cap EEL was within the scope of such prior audit as stated in the independent auditor's report; and, (ii) the twenty-four (24) month period immediately preceding the date notice of such requested audit is provided to CLEC, but in any event not prior to the date the circuit was established.

6.3.7.9 In the event the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6.0 is limited to two years prior to the date of the Notice of Audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment ("CFA") and/or Assigned Point of Termination ("APOT"). The CFA/APOT are the assignments CLEC provides to AT&T from CLEC's collocation arrangement.

6.4.2 AT&T will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

6.4.3 EELs may utilize multiplexing capabilities. The High Cap EEL may be obtained by CLEC if available and if CLEC meets all Eligibility Criteria set forth in this Section 6.0.

6.5 Other than the Eligibility Criteria set forth in this Section, AT&T shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service CLEC seeks to offer.

7.0 Availability of HFPL for Purposes of Line Sharing.

7.1 AT&T shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the High Frequency Portion of the Loop ("HFPL") in accordance with the TRO and associated Rules 51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: AT&T will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that AT&T charged prior to October 2, 2003 as set forth in the Pricing Schedule of the Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, AT&T shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from AT&T, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement. Intentionally Left Blank

8.0 Routine Network Modifications

8.1 Routine Network Modifications – UNE Local Loops

8.1.1 AT&T shall make all routine network modifications to UNE Local Loop facilities used by CLEC where the requested UNE Local Loop facility has already been constructed. AT&T shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.1.2 A routine network modification is an activity that AT&T regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the ILEC ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.

8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes or conduits or installing new terminals. AT&T is not obligated to perform such activities for CLEC.

8.1.4 Intentionally omitted.

8.1.5 RNM will be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. AT&T shall provide routine network modifications at the rates, terms and conditions set out in UNE Rates Exhibit A. AT&T shall impose charges for routine network modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring or and non-recurring charges. If AT&T does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in UNE Rates Exhibit A, then such request will be handled as a project on an individual case basis. AT&T will provide a price quote for the request and, upon receipt of payment from CLEC, AT&T will perform the RNM.

8.2 Routine Network Modifications –UNE Dedicated Transport and Dark Fiber

8.2.1 SBC Wisconsin shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by CLEC where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC Wisconsin shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2.2 A routine network modification is an activity that SBC Wisconsin regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings.

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits or installing new terminals. SBC Wisconsin is not obligated to perform the above stated activities for CLEC. However, when CLEC purchases Dark Fiber, SBC Wisconsin shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 Entrance Facilities and Interconnection Facilities.

9.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 30 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

9.2 Notwithstanding Section 15.1, AT&T is required to provide access to facilities that CLEC requests to interconnect with AT&T's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

10.0 General Terms.

10.1 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.

10.2 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

10.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

10.4 This Amendment shall be filed with and is subject to approval by the Florida Public Service Commission and shall become effective ten (10) days following approval by such Commission.

10.5 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 Section 2.

10.6 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

10.7 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

10.8 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 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. 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.

10.9 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.

10.10 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").

10.11 Reservation of Rights. The terms of this Amendment, and the fact that the parties agreed to the terms of this Amendment, may not be used against either party in any subsequent 251/252 arbitration in Florida (excluding any future arbitration or proceeding to enforce the terms and conditions of this Amendment) or in any 251/252 arbitration in another state. Nothing contained in this Amendment shall limit either Party'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 Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2005, by the Parties, signing by and through their duly authorized representatives

First Communications, LLC

BellSouth Telecommunications, Inc. d/b/a AT&T Florida.

THIS AMENDMENT IS PART OF THE FIRST COMMUNICATIONS INTERCONNECTION AGREEMENT PORTED TO FLORIDA

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

By: _____

Name: _____
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA
AND
FIRST COMMUNICATIONS, LLC

BellSouth Telecommunications, Inc. d/b/a AT&T Florida, as the Incumbent Local Exchange Carrier in Florida, (hereafter, "AT&T") and First Communications, LLC as a Competitive Local Exchange Carrier in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with AT&T in Florida ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)("Amendment"). CLEC is also referred to as a "LEC."

1.0 Scope of Amendment

1.1 AT&T made an offer to all telecommunications carriers in the state of Florida (the "Offer") to exchange traffic under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP 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 First Communications'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") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) 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 and Section 251(b)(5) Traffic exchanged between AT&T and First Communications. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

2.1 AT&T and First Communications hereby agree that the following rates, terms and conditions shall apply to ISP-Bound Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.

2.2 Compensation Rate Schedule

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 rebuttable presumption in Section 2.6. In addition, the amount and the types of traffic compensable under this amendment, at the rates set forth in this amendment, are subject to the growth caps in Section 2.3 and the new market restrictions in Section 2.4. The growth caps set forth in section 2.3, and the new market restrictions set forth in section 2.4, are applicable from the Effective Date set forth in Section 1.1 of this Amendment through October 8, 2004.

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

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, First Communications and AT&T agree to cap overall compensable Florida ISP-bound Traffic minutes of use based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which First Communications was entitled to compensation under its Florida 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
January 1, 2004 through October 8, 2004	Year 2002 compensable ISP-bound minutes
October 9, 2004 and beyond	No cap

Notwithstanding anything contrary herein, in Calendar Year 2004, First Communications and AT&T agree that ISP-Bound Traffic exchanged between First Communications and AT&T that exceeds Year 2002 compensable ISP-bound minutes during the period from January 1, 2004 through October 8, 2004 shall be subject to a Bill and Keep arrangement.

2.3.2 For the period beginning with the Effective Date set forth in Section 1.1 through October 8, 2004, ISP-bound Traffic minutes that exceed the applied growth cap will be subject to a Bill and Keep arrangement. "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.

2.3.3 ISP traffic exchanged between First Communications and AT&T after October 8, 2004, shall not be subject to a growth cap for the remainder of this agreement.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 For the period beginning with the Effective Date set forth in Section 1.1 through October 8, 2004, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between First Communications and AT&T for all Florida LATAs in which First Communications and AT&T had not previously exchanged ISP-bound Traffic prior to April 18, 2001.

2.5 Segregation of Traffic for Billing

2.5.1 Wherever Bill and Keep is the traffic termination arrangement between First Communications and AT&T up to and including October 8, 2004, both Parties shall segregate the traffic that is subject to a Bill and Keep arrangement from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.6 Limitation of Applicability of Growth Caps and new Market Restrictions

2.6.1 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic up to an including October 8, 2004, and does not include Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.7 ISP-bound Traffic Rebuttable Presumption

2.7.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, First Communications and AT&T agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between First Communications and AT&T exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation 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, First Communications and AT&T will remain obligated to pay reciprocal compensation rates for Section 251(b)(5) Traffic and the rates set forth in Section 2.2.2 for ISP-Bound Traffic. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and AT&T over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

4.1 This Amendment will be effective on the Effective Datecontingent upon any necessary commission approval; provided however, the rates, terms and conditions relating to all ISP-Bound Traffic and the rates, terms and conditions relating to all Section 251(b)(5) shall applyon the Effective Date.

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 and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and First Communications's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T's right to exercise its option at any time to adopt on a date specified by AT&T the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2007, by AT&T, signing by and through its duly authorized representative, and First Communications, signing by and through its duly authorized representative.

First Communications, LLC

THIS AMENDMENT IS PART OF THE FIRST PORTED TO FLORIDA
COMMUNICATIONS INTERCONNECTION AGREEMENT

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

BellSouth Telecommunications, Inc. d/b/a AT&T Florida

Signature: _____

Name: _____
(Print or Type)

Title:
Director

Date: _____

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
FIRST COMMUNICATIONS, LLC

On _____, 2005, First Communications, LLC ("Carrier") exercised its right pursuant to 47 U.S.C. § 252 (i) to adopt the Interconnection Agreement, as amended, between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and McLeodUSA Telecommunications Services, Inc. Upon approval by the Public Service Commission of Wisconsin, the agreement so requested by First Communications, LLC became the Interconnection Agreement (the "Agreement") pursuant to 47 U.S.C. §§ 251 and 252 between SBC Wisconsin and First Communications, LLC.

(1) The Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions, currently incorporated into the Agreement and all references to this amendment, are hereby removed from the Agreement in its entirety.

(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.

(4) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), 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. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any

rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Wisconsin has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Wisconsin's right to exercise its option at any time to adopt on a date specified by SBC Wisconsin the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

(5) This Amendment shall be filed with and is subject to approval by the 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 CLEC, signing by and through its duly authorized representative.

First Communications, LLC

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

THIS AMENDMENT IS PART OF THE FIRST COMMUNICATIONS INTERCONNECTION AGREEMENT PORTED TO FLORIDA

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

By: _____

Name: _____
(Print or Type)

Title: AVP - Local Interconnection Marketing

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

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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
FIRST COMMUNICATIONS, LLC

The Interconnection Agreement dated October 25, 2005 by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin")[1] and First Communications, LLC ("First") ("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 commencing December 18, 2007 until December 18, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from First, 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 triplicate on this _____ day of _____, 2008, by AT&T Wisconsin, signing by and through its duly authorized representative, and First, signing by and through its duly authorized representative.

First Communications, LLC

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

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

By: _____

Name: _____
(Print or Type)

Title: Director – Interconnection Agreements

Date: _____

THIS AMENDMENT IS PART OF THE FIRST COMMUNICATIONS INTERCONNECTION AGREEMENT PORTED TO FLORIDA

FACILITIES-BASED OCN # _____

UNE OCN # 510D

RESALE OCN # 4199

ACNA NWO